Jennifer Wood Mayor

Chuck McGuire Mayor Pro Tem

Bill Smith Council Member

James Gray Council Member

Rick Warren Council Member



AGENDA

CITY OF CALIFORNIA CITY SPECIAL JOINT MEETING OF THE SUCCESSOR AGENCY FOR THE CALIFORNIA CITY REDEVELOPMENT AGENCY AND THE CITY COUNCIL

Tuesday January 12, 2016 6:00 p.m.

Council Chambers 21000 Hacienda Blvd. California City, Ca 93505

If you need special assistance to participate in this meeting, please contact the City Clerk's office at (760) 373-7140. Notification of 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 American Disabilities Act Title II)

NOTE: Any writings or documents provided to a majority of the City Council regarding any item on this agenda is available for public inspection in the City Clerk's office at City Hall located at 21000 Hacienda Blvd, California City, Ca during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable laws. These writings are also available for review in the public access binder in the Council Chambers at the time of the meeting.

Agenda January 12, 2016

At this time, please take a moment to turn off your cell phones

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE / INVOCATION
- 3. ROLL CALL

Councilmembers Gray, Smith, Warren, Mayor Pro Tem McGuire Mayor Wood

- 4. ADOPT AGENDA
- 5. <u>CITY CLERK REPORTS / LATE COMMUNICATIONS</u>
- 6. PRESENTATIONS

California City Youth Football League - The Raiders

7. STAFF ANNOUNCEMENTS / REPORTS

Police Chief Hurtado – Department Update
Fire Chief Armstrong – Department Update
Public Works Director Platt – Department Update
Finance Director Rudy Hernandez – Department Update
Brenda Daverin – Parks and Recreation Update

- City Manager Weil City Updates
- 8. CIVIC / COMMUNITY / ORGANIZATIONS ANNOUNCEMENTS
- 9. <u>PUBLIC BUSINESS FROM THE FLOOR</u> This portion of the meeting is reserved for persons desiring to address the City Council on any matter not on this agenda, and over which the City Council has jurisdiction. Please state your name for the record and limit your comments to three minutes.
- 10. CONSENT CALENDAR
- CC 1. Approve City check registers dated through 01/07/16
- CC 2. Approve minutes of Regular Meeting of 08/04/15;
- **CC 3.** Side Letter Agreement between the City of California City and Fire Fighters Association
- CC 4. Finance Dept.: ACH Agreement with Bank of Sierra
- 11. <u>NEW BUSINESS / SUCCESSOR AGENCY</u>
- SA 1. Administrative Budget for ROPS 16-17, July 1, 2016 June 30, 2017 City Manager Weil

Recommendation

Board approve Budget for submittal to the Oversight Board.

SA 2. ROPS 16-17, July 1, 2016 – June 30, 2017 – City Manager Weil

Recommendation

Board approve ROPS for submittal to the Oversight Board

Agenda January 12, 2016

12. CONTINUED BUSINESS

CB 1. American Solar Consignment - City Manager Weil

Recommendation

Council discuss and approve

CB 2. Vision 360: List of Goals - City Manager Weil

Recommendation

Council discuss, approve and authorize the City Manager to execute documents

CB 3. Finance Department: Discuss and Review of Accounting Policies Manual – Finance Director Hernandez

Recommendation:

Council discuss and file

13. NEW BUSINESS

- NB 1. <u>Current Fire Department Operations and Administration (Informational Only)</u> Fire Chief Armstrong
- NB 2. Fire Department: Fire Engine Class A Foam System Fire Chief Armstrong

Recommendation

Council discuss and approve purchase of the Foam PRO 2001 system and authorize the installation

NB 3. OHV Development Grant: Proposed Purchases - Sergeant Blanton and OHV Staff

Recommendation

Council discuss and approve as presented

NB 4. Tierra del Sol Golf Course: Fence Project - City Manager Weil

Recommendation

Council discuss and approve Fence Masters to install fence as presented in the amount of \$155,778.66

14. COUNCIL AGENDA

This portion of the meeting is reserved for council members to present information, announcements, and items that have come to their attention. The Brown Act precludes Council, staff or public discussion. Short staff responses are appropriate. The Council will take no formal action. A Council member may request the City Clerk to calendar an item for consideration at a future meeting, or refer an item to staff.

- 1) AB 1234 Reports
- 2) Council Items

Agenda January 12, 2016

Councilmember Gray Councilmember Smith Councilmember Warren Mayor Pro Tem McGuire Mayor Wood

15. ADJOURNMENT

AFFIDAVIT OF POSTING: This agenda was posted on all official City bulletin boards, the City's website and agenda packets were completely accessible to the public at City Hall at least 72 hours prior to the Council Meeting.

Denise Hilliker, City Clerk

Check Register - Rudy Hernandez Check Issue Dates: 12/18/2015 - 6/30/2016

Page: 1 Dec 18, 2015 02:50PM

Report Criteria:

Report type: Invoice detail Bank.Bank Number = 1 Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
12/15	12/18/2015	96117	Auditor-Controller-County Cle	Settlement Agrmt. 34-2013	CS# 34-2013-800	3,282.00	3,282.00
Tot	tal 96117:						3,282.00
Gra	and Totals:						3,282.00

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Finance Director

California City

Check Register - Rudy Hernandez Check Issue Dates: 12/23/2015 - 6/30/2016

Page: 1 Dec 23, 2015 01:56PM

Report Criteria:

Report type: Invoice detail Bank.Bank Number = 1 Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
12/15	12/23/2015	96118	So California Gas Co	3432 1, 2239-8	2239-8, 3432-1 121	301.71	301.71
To	al 96118:						301.71
12/15	12/23/2015	96119	Verizon California	760-373-1115	373-1115 121315	255.79	255.79
Tot	al 96119:					_	255.79
Gra	nd Totals:					_	557.50

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Check Register - Rudy Hernandez Check Issue Dates: 12/29/2015 - 6/27/2016

Page: 1 Dec 29, 2015 11:46AM

Report Criteria:

Report type: Invoice detail Bank.Bank Number = 1 Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
12/15	12/29/2015	96120	Transamerica Premier Life Ins	Life Assurance Tom Weil	013740529	520.00	520.00
Tot	al 96120:						520.00
12/15	12/29/2015	96121	Petty Cash - Police Dept	Inmate Meals	121715	43.27	43.27
12/15	12/29/2015	96121	Petty Cash - Police Dept	Office Supplies	25608832004	44.67	44.67
12/15	12/29/2015	96121	Petty Cash - Police Dept	Officer Meals during Sweep	78148	90.15	90.15
12/15	12/29/2015	96121	Petty Cash - Police Dept	Holloween Supplies-Split C	810231151	41.50	41.50
Tot	tal 96121:						219.59
Gra	and Totals:						739.59

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

California	City
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Check Register - Rudy Hernandez Check Issue Dates: 12/30/2015 - 6/28/2016

Page: 1 Dec 30, 2015 09:16AM

Report Criteria:

Report type: Invoice detail Bank.Bank Number = 1 Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
12/15	12/30/2015	96122	McMillion, Nicolle Rendon	Building Rental Deposit Ret	55865 122915	200.00	200.00
Tot	al 96122:						200.00
Gra	and Totals:					:	200.00

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Finance Director

Check Register - Rudy Hernandez Check Issue Dates: 12/31/2015 - 6/28/2016

Page: 1 Dec 31, 2015 04:56PM

Report Criteria:

Report type: Invoice detail Bank.Bank Number = 1 Check.Voided = no

Che	ck.Voided = no						
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
12/15	12/31/2015	96123	Adt Security Services	Security Community Ctr	87614121 120215	6.57	6.57
To	tal 96123:					-	6.57
12/15	12/31/2015	96124	Alexander's Enterprises, Inc	Water Billing Process	2134	3,217.01	3,217.01
To	tal 96124:					-	3,217.01
12/15	12/31/2015	96125	Alfonzo, Brenda	Refund 8901 Manzanita	104906.07	22.11	22.11
To	tal 96125:					-	22.11
12/15 12/15	12/31/2015 12/31/2015		AmeriPride AmeriPride	Uniform Maintenance Uniform Maintenance	2100488461 2100490047	129,20 140.20	129.20 140.20
To	tal 96126:					-	269.40
12/15 12/15	12/31/2015 12/31/2015		AV Fuel Corporation AV Fuel Corporation	Pole Sign 100LL Fuel	008017192 008018410	2,100.00 22,808.46	2,100.00 22,808.46
To	tal 96127:					-	24,908.46
12/15	12/31/2015	96128	Blanton, Ben	Per Diem OHMVR Division	121815	135.00	135.00
To	tal 96128:					-	135.00
12/15	12/31/2015	96129	Boot Barn	Boot Purchases	SEE ATTACHED 111	750.00	750.00
To	tal 96129:					-	750.00
12/15	12/31/2015	96130	C & M Overhead Door	Garage Door Work	7445	625.00	625.00
To	tal 96130:					-	625.00
12/15	12/31/2015	96131	Cal City Auto Supply	Auto Parts	112515 FIRE	154.10	154.10
To	tal 96131:					-	154.10
12/15	12/31/2015	96132	California City Internet	Internet Service	41046	130.00	130.00
To	tal 96132:					-	130.00
12/15	12/31/2015	96133	California City Optimists Club	Rental Deposit Refund	55860 RECEIPT	200.00	200.00
То	tal 96133:					-	200.00
12/15	12/31/2015	96134	Callahan, Ryan Michael	Mobile Car Wash	52	165.00	165.00
То	tal 96134:					-	165.00
12/15 12/15	12/31/2015 12/31/2015		Chief Chief	Woman's Performance Shir Radio Case Holster	406823 425435	140.41 507.49	140.41 507.49

Check Register - Rudy Hernandez Check Issue Dates: 12/31/2015 - 6/28/2016

Page: 2 Dec 31, 2015 04:56PM

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
To	tal 96135:					_	647.90
12/15	12/31/2015	96136	City Hardware	Fire	113015 FIRE	142.26	142.26
To	tal 96136:					_	142.26
12/15	12/31/2015	96137	City Of Cal City-General	Water Service	106813.01 111315	471.34	471.34
12/15	12/31/2015		City Of Cal City-General	Water Service	106872.01 111315	10,835.53	10,835.53
To	tal 96137:					-	11,306.87
12/15	12/31/2015	96138	CLA-VAL CO	Tranmission Line Parts	679088	3,061.98	3,061.98
Tot	tal 96138:					_	3,061.98
12/15	12/31/2015	96139	Commercial Towing	Case Loader Tow	8076	850.00	850.00
Tot	tal 96139:					-	850.00
12/15	12/31/2015	96140	CoreLogic Solutions	ANNUAL SUBSCRIPTION M	50013819	3,000.00	3,000.00
Tot	tal 96140:					-	3,000.00
12/15	12/31/2015	96141	Deluxe	General Checks, Deposit Tic	58380270	666.21	666.21
Tot	tal 96141:					-	666.21
12/15 12/15	12/31/2015 12/31/2015		Dennis Automotive Dennis Automotive	Auto Service Auto Service	17457 17459	70.00 70.00	70.00 70.00
Tot	tal 96142:					-	140.00
12/15	12/31/2015	96143	DigiTech Inc.	Security Service	3904,3965, 5090,52	275.94	275.94
Tot	al 96143:					-	275.94
12/15	12/31/2015	96144	Dooley Enterprises	Ammo	52104	368.12	368.12
	12/31/2015		Dooley Enterprises	Ammo	52137	921.39	921.39
	12/31/2015		Dooley Enterprises	Ammo	52169	642.35	642.35
Tot	al 96144:					-	1,931.86
12/15	12/31/2015	96145	FBINAA California Chapter	CA FBI Dev Seminar	4212-330 CALEEDS	450.00	450.00
Tot	al 96145:					_	450.00
12/15	12/31/2015	96146	Fed Ex	Priority Mailings	5-252-05558	84.18	84.18
Tot	al 96146:						84.18
12/15	12/31/2015	96147	Ferguson Waterworks	Replenish Inventory	0533310-1	3,113.86	3,113.86
12/15	12/31/2015		Ferguson Waterworks	Replenish Inventory	0533310-2	1,718.80	1,718.80
12/15	12/31/2015		Ferguson Waterworks	Transmission Distri. Suppli	0536684	7,745.84	7,745.84
12/15	12/31/2015		Ferguson Waterworks	Transmission Supplies	0536696	281.59	281.59
12/15	12/31/2015		Ferguson Waterworks	Transmission Line Supplies	0536761-1	64.50	64.50
Tot	al 96147:						12,924.59

California City	Check Register - Rudy Hernandez	Page: 3
	Check Issue Dates: 12/31/2015 - 6/28/2016	Dec 31, 2015 04:56PM

			- Officer 1994c	Dates: 12/31/2013 - 0/20/20	10	Dec 3.	1, 2013 04.301 14
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
12/15	12/31/2015	96148	Full Spectrum, Inc.	Well SCADA Work/Progra	20151216	1,960.00	1,960.00
То	tal 96148:					_	1,960.00
12/15	12/31/2015	96149	Haaker Equipment Co.	Root Cutter	C17845	1,671.63	1,671.63
То	tal 96149:					_	1,671.63
12/15	12/31/2015	96150	HD Supply Waterworks, LTD	Replenish Inventory	E912927	179.67	179.67
То	tal 96150:					_	179.67
12/15	12/31/2015	96151	Helt Engineering, Inc	12407 Safe Routes	15-473	10,515.00	10,515.00
12/15	12/31/2015		Helt Engineering, Inc	13405 Baron to Wonder	15-474	4,872.50	4,872.50
12/15	12/31/2015		Helt Engineering, Inc	13408 Hacienda Blvd PH 1	15-475	292.50	292.50
12/15	12/31/2015		Helt Engineering, Inc	14409 Westside Taxiway	15-476	10,079.88	10,079.88
12/15	12/31/2015	96151	-	15400 Annual Submittal	15-477	110.00	110.00
12/15	12/31/2015		Helt Engineering, Inc	15411 Water Dev	15-478	5,625.00	5,625.00
12/15	12/31/2015	96151		15412 Eastside Taxiway	15-479	5,355.00	5,355.00
12/15	12/31/2015		Helt Engineering, Inc	15413 Fire Station	15-480	10,530.00	10,530.00
То	tal 96151:					_	47,379.88
12/15	12/31/2015	96152	Highway Glass Co	Back Window UNit 3007	108677	526.25	526.25
12/15	12/31/2015	96152	Highway Glass Co	Windshield Replacement U	108678	418.75	418.75
То	tal 96152:					-	945.00
12/15	12/31/2015	96153	Howard, Eugene	Refund 21761 Lyn	102865.02	11.11	11.11
То	tal 96153:					_	11.11
12/15	12/31/2015	96154	Kern Data.com	Annual Subscription	20160007	3,927.00	3,927.00
То	tal 96154:					_	3,927.00
12/15	12/21/2015	06155	Kosick, leremy	Day Diam Mant 2D Lodging	121815	645.00	645.00
•	12/31/2015	96155	., ,	Per Diem Mgmt 2B Lodging Per Diem Mgmt 2B Course	121815-1	368.00	368.00
12/15	12/31/2015	96155	Kosick, Jeremy		121815-1	1,153.00	1,153.00
12/15	12/31/2015	96155	Kosick, Jeremy	Per Diem Public Education	121013-3	1,155.00	1,133.00
То	tal 96155:			·		-	2,166.00
12/15	12/31/2015	96156	Leslies Pool Supplies	Chemicals for Wells	3016-97040	183.59	183.59
То	tal 96156:						183.59
12/15	12/31/2015	96157	Mar-Co Equipment Co	Gutter Brooms	129360	476.41	476.41
То	tal 96157:					-	476.41
12/15	12/31/2015	96158	Medora Corp.	Airp Powered Mixing Syste	76502	2,887.50	2,887.50
То	tal 96158:						2,887.50
12/15	12/31/2015	96159	National Meter & Automation	Balanced Owed on Meter O	S1065784.001-1	558.67	558.67
То	tal 96159:					_	558.67
12/15	12/31/2015	96160	Nicholson, Richard & Bernade	Refund 7871 Fernwood	105261.05	182.44	182.44

Check Register - Rudy Hernandez Check Issue Dates: 12/31/2015 - 6/28/2016

Page: 4 Dec 31, 2015 04:56PM

			Check Issue	Dates: 12/31/2015 - 6/28/20	116	Dec 3	1,2015 04:56PM
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
То	otal 96160:					-	182.44
40.45	10 /04 /04 5						
12/15 12/15	12/31/2015 12/31/2015		Norm Hill Aviation Norm Hill Aviation	Internet Service ACO GoDaddy Domain Renewal	1713 1717	50.00 15.17	50.00 15.17
То	tal 96161:						65.17
12/15	12/31/2015	96162	Office Depot	Office Supplies	812337380001	15.06	15.06
12/15	12/31/2015		Office Depot	Office Supplies	812337382001	41.86	41.86
12/15	12/31/2015		Office Depot	Office Supplies	812433995001	56.85	56.85
12/15	12/31/2015		Office Depot	Office Supplies	812960327001	465.96	465.96
То	tal 96162:					_	579.73
12/15	12/31/2015	96163	Orbic Air	Aircraft Rental	18488	13,570.00	13,570.00
То	tal 96163:					_	13,570.00
12/15	12/31/2015	96164	Oseguera, Jason	D1 Test & Cert Reimburse	122115	120.00	120.00
То	tal 96164:					_	120.00
12/15	12/31/2015	96165	Proforce Law Enforcement	Shields	258794	1,612.48	1,612.48
То	tal 96165:					_	1,612.48
12/15	12/31/2015	96166	Public Agency Training Counci	Managing Evidence Room	201210	325.00	325.00
12/15	12/31/2015	96166	Public Agency Training Counci			650.00	650.00
То	tal 96166:					<u>-</u>	975.00
12/15	12/31/2015	96167	Quinn Company	Annual Generator Cancellat	W0370130310	277.50	277.50
To	tal 96167:					_	277.50
12/15	12/31/2015	96168	R S I Petroleum Prod	Oil and Grease	0829328, 289328	1,317.32	1,317.32
12/15	12/31/2015	96168	R S I Petroleum Prod	Fuel	1065430	894.40	894.40
12/15	12/31/2015	96168	R S I Petroleum Prod	Fuel	1065459-1	50.00	50.00
12/15	12/31/2015	96168	R S I Petroleum Prod	Fuel	1065494	108.05	108.05
Tot	tal 96168:					-	2,369.77
12/15	12/31/2015	96169	Robertson's	Mendiburu & N. Loop	676835	270.69	270.69
12/15	12/31/2015	96169	Robertson's	Poppy & Yerba Short Load	684624	437.78	437.78
Tot	al 96169:					_	708.47
12/15	12/31/2015	96170	Sage Staffing	Temp Mary Johnson	53047	1,725.60	1,725.60
12/15	12/31/2015	96170	Sage Staffing	Temp Mary Johnson	53098	1,725.60 -	1,725.60
Tot	al 96170:					-	3,451.20
12/15 12/15	12/31/2015 12/31/2015		Sanders, Karen Sanders, Karen	Per Diem OHMVR Division Supplies Reimbursement	121815 EXP REMIBURS.	135.00 135.50	135.00 135.50
-	ral 96171:	701/1	carractor materi	- apprice reimbar delitelit	an nambons.	20100	270.50
					045 4500	- 001.00	
12/15	12/31/2015	96172	SA-SO	Nuts & Bolts	S15-4509	281.98	281.98

Check Register - Rudy Hernandez Check Issue Dates: 12/31/2015 - 6/28/2016

Page: 5 Dec 31, 2015 04:56PM

GL Check Check Description Invoice Invoice Check Period **Issue Date** Number Payee Number Amount Amount 281.98 Total 96172: 20,10 12/15 12/31/2015 96173 Serbert, D & Loraux, James Refund 19612 Neuralia 102146.07 20.10 20.10 Total 96173: 12/15 12/31/2015 421.81 421.81 96174 Souther Calif Gas Company Claim 263994 8247 Redwo 91084072 421.81 Total 96174: 12/15 12/31/2015 96175 Staples Advantage Office Supplies, Janitorial 8037212278 712.47 712.47 Total 96175: 712.47 12/15 12/31/2015 96176 Tehachapi Veterinary Hospital Spay & Neute, Rabies Vac 349329 50.00 50.00 50.00 Total 96176: 12/15 12/31/2015 Citation Processing Service 23678 586.22 586.22 96177 TurboData Systems 586.22 Total 96177: 12/15 12/31/2015 Tires 162649 1,379.75 1,379.75 96178 Tyack's Tires, Inc 1,379.75 Total 96178: 12/15 12/31/2015 96179 UPS Service Charges V505 249.84 249.84 Total 96179: 249.84 12/15 12/31/2015 70.00 70.00 96180 Utility Cost Management LLC Bal Owed on Invoice 20874 20874-1 70.00 Total 96180: 12/15 12/31/2015 96181 Verizon Wireless Cell Phone Service 9756306848 988.55 988.55 Total 96181: 988.55 135.00 12/15 12/31/2015 96182 Welling, Ruthanne Per Diem OHMVR Division 121815 135.00 135.00 Total 96182: 1,702.00 1,702.00 12/15 12/31/2015 121115 96183 Williams Construction 4" Sewer Line Construction 1,702.00 Total 96183: 63.98 63.98 E1392278.001 12/15 12/31/2015 96184 Witmer Public Safety Group, Safety Gear Witmer Public Safety Group, Safety Gear E1409826 274.98 274.98 12/15 12/31/2015 96184 338.96 Total 96184: Port-A-Potty Service 153990 211.88 211.88 12/15 12/31/2015 96185 Zters Total 96185: 211.88 159,741.72 **Grand Totals:**

Californ	ia City			Check Register - Rudy Hernandez Check Issue Dates: 12/31/2015 - 6/28/2016			Page: 6 Dec 31, 2015 04:56PM		
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount		

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: _____/ 2/ 3//

Finance Director

Report Criteria:

Report type: Invoice detail Bank.Bank Number = 1 Check.Voided = no

Check Register - Rudy Hernandez Check Issue Dates: 1/4/2016 - 6/28/2016

Page: 1 Jan 04, 2016 12:45PM

Report Criteria:

Report type: Invoice detail Bank.Bank Number = 1 Check.Voided = no

GL Check	Check		Description	Invoice Number	Invoice Amount	Check Amount	
Period	Issue Date	Number	Payee			22,808.46	22,808.46
01/16	01/04/2016	96186	AV Fuel Corporation	100LL Fuel	8018410	22,800.40	
•							22,808.46
Tot	tal 96186:			A	172-738-16911 121	1,153.16	1,153.16
01/16	01/04/2016	96187	So California Gas Co	Gas Summary Account # 17	1/3-/30-10/11 10-1	-7 -	1,153.16
То	tal 96187:						23,961.62
Gr	and Totals:						

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Finance Director

Check Issue Dates: 1/7/2016 - 6/28/2016

Jan 07, 2016 12:41PM

Report Criteria:

Report type: Invoice detail Bank.Bank Number = 1 Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
01/16	01/07/2016	96188	So California Edison Co	City Electricity	1481-78, 2872-66	771.12	771.12
01/16	01/07/2016	96188	So California Edison Co	Shooting Range	2-35-441-0813 121	29.12	29.12
To	tal 96188:					_	800.24
01/16	01/07/2016	96189	Verizon California	760-373-8606	760-373-8606 1213	173.15	173.15
01/16	01/07/2016	96189	Verizon California	3912319782 04 121915	9782-04 121915	3,002.00	3,002.00
То	tal 96189:					_	3,175.15
Gr	and Totals:						3,975.39

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated:

Finance Director

Check Register - Rudy Hernandez Check Issue Dates: 1/7/2016 - 6/28/2016

Page: 1 Jan 07, 2016 02:51PM

Report Criteria:

Report type: Invoice detail Check.Check Number = {>} 96189

Bank.Bank Number = 1 Check.Voided = no



GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
01/16	01/07/2016	96190	Amber Chemical, Inc.	Hypochlorite Solution	0333589-IN	274.13	274.13
То	tal 96190:					_	274.13
01/16	01/07/2016	96191	AmeriPride	Uniform Maintenance	2100491354	136.20	136.20
То	tal 96191:					_	136.20
01/16	01/07/2016	96192	Andrew Parker	Service HVAC Borox Bill Fir	2015102	280.00	280.00
То	tal 96192:					_	280.00
01/16	01/07/2016	96193	Armstrong, Jeffrey	Reimbursement for Trainin	010416	1,726.50	1,726.50
То	tal 96193:					_	1,726.50
01/16	01/07/2016	96194	AV Sport Truck	Light Bar Wiring Kit 190	2038	788.90	788.90
To	tal 96194:					_	788.90
01/16	01/07/2016	96195	Brownells, Inc	Stocking Mount Kit	11988424.00	215.90	215.90
To	tal 96195:					_	215.90
01/16	01/07/2016 01/07/2016		Cal City Auto Supply	Fire Auto Parts	122415 FIRE	70.96 2,392.60	70.96
01/16 01/16	01/07/2016	96196 96196	Cal City Auto Supply Cal City Auto Supply	Garage, DAR, Str. Pump, Wt Police, OHV	122515 122515 PD, ACO	2,978.10	2,392.60 2,978.10
Tot	al 96196:					_	5,441.66
01/16	01/07/2016	96197	California State Firefighters'	Membership Dues	8994	1,050.00	1,050.00
Tot	al 96197:					_	1,050.00
01/16	01/07/2016	96198	Callahan, Ryan Michael	Mobile Car Wash	53	165.00	165.00
Tot	al 96198:					•	165.00
01/16	01/07/2016	96199	Charter Communications	Police Internet Cable Servic	0118706 122415	215.00	215.00
Tot	al 96199:						215.00
01/16	01/07/2016	96200	Chief	Tactical Vest, Radio Pouch,	430546	142.46	142.46
Tot	al 96200:						142.46
01/16	01/07/2016	96201	City Of Cal City-General	Sewer Service	106873.01	133.22	133.22
Tot	al 96201:					_	133.22
01/16	01/07/2016	96202	Coastline Equipment	Equipment Parts	273890	438.49	438.49

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-			Check Issu	ue Dates: 1/7/2016 - 6/28/201	.6	Jan 0	7, 2016 02:51PN
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
То	tal 96202:					•	438.49
01/16	01/07/2016	96203	Code3 IT	Computer Service	40276	4,811.25	4,811.25
То	tal 96203:					-	4,811.25
01/16	01/07/2016	96204	Craig, Jack	Per Diem BackGrd Investi.	010516	250.00	250.00
01/16	01/07/2016	96204	Craig, Jack	Per Diem Supervisor Liabili	122315	160.00	160.00
То	tal 96204:					-	410.00
01/16	01/07/2016	96205	D & D Disposal, Inc	Waste Disposal	9129	600.00	600.00
То	tal 96205:						600.00
01/16	01/07/2016	96206	De Lage Landen	Copier Lease	48429702	190.04	190.04
To	tal 96206:					•	190.04
01/16	01/07/2016	96207	Deluxe	Tax Forms	58627787	88.11	88.11
То	tal 96207:					•	88.11
01/16	01/07/2016	96208	Entenmann-Rovin Company	Badge	0114454-IN	74.89	74.89
To	tal 96208:					-	74.89
01/16	01/07/2016	96209	Fas Trak Violation Processing	Toll Fees	T711521333221	30.00	30.00
То	tal 96209:					-	30.00
01/16	01/07/2016	96210	Fed Ex	Priority Mailings	5-259-90157	84.18	84.18
01/16 01/16	01/07/2016 01/07/2016		Fed Ex Fed Ex	Priority Mailings Priority Mailings	5-261-01559 5-268-05534	123.30 28.06	123.30 28.06
	tal 96210:			, ,		-	235.54
01/16	01/07/2016	96211	Ferguson Waterworks	Transmission Line Supplies	0537868	548.04	548.04
01/16	01/07/2016	96211	Ferguson Waterworks	Transmission Line Supplies	0538299	1,827.60	1,827.60
01/16 01/16	01/07/2016 01/07/2016		Ferguson Waterworks Ferguson Waterworks	Transmission Line Supplies Transmission Line Supplies	0538413 0538415	704.22 975.76	704.22 975.76
·	tal 96211:	70211	rerguson waterworks	Transmission time supplies	0330413	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	4,055.62
	01/07/2016	96212	Forensic Nurse Specialists,Inc	Exam Suspect & Victim	2130	900.00	900.00
·	tal 96212:	70212	. o.c.ioie marse specialious, inc	Exam Suspect a vicam	2200	-	900.00
	01/07/2016	06212	General Office Prod Ctr	Meter Billing Copier	9814	- 140.01	140.01
·	tal 96213:	70213	deneral office Frod Gu	Meter bining copies	7011	-	140.01
		06214	Cuest America Firewais	Bostogo Maskino Logo C-	10045522	1 041 40	
01/16	01/07/2016	70214	Great America Financial	Postage Machine Lease, Co	18045533	1,961.68	1,961.68
	tal 96214:	0.454=			2000502	-	1,961.68
01/16	01/07/2016	96215	HD Supply Waterworks, LTD	Gaskets	E920587	21.28	21.28

Californ	ia City			k Register - Rudy Hernandez ue Dates: 1/7/2016 - 6/28/201	6	Jan 0	Page: 7,2016 02:51PM
GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
То	tal 96215:					-	21.28
01/16	01/07/2016	96216	Hodge, Ryan	Per Diem Firearms Instru C	010416	250.00	250.00
To	tal 96216:						250.00
01/16	01/07/2016	96217	Home Depot Credit Services	Maintenance Supplies	XXX1266 122115	516.78	516.78
To	tal 96217:					-	516.78
01/16	01/07/2016	96218	Huizar, Frank	Per Diem Bkgrd Investig Tr	010416	250.00	250.00
To	tal 96218:					-	250.00
01/16	01/07/2016	96219	Hulse, Ryan	Fuel Reimbursement	123015	30.01	30.01
To	tal 96219:					-	30.01
01/16	01/07/2016	96220	Inglis Imports, Inc.	K9 Training 2 Dogs	5095	3,000.00	3,000.00
Tot	tal 96220:					-	3,000.00
01/16 01/16	01/07/2016 01/07/2016		KME Fire Apparatus KME Fire Apparatus	1993 Humvee Repairs 1993 Humvee Repairs	CA534900 CA534901	370.00 515.00	370.00 515.00
01/16	01/07/2016		KME Fire Apparatus	Vehicle Maint Road Call Se	CA534904	1,108.02	1,108.02
Tot	tal 96221:					-	1,993.02
01/16	01/07/2016	96222	Lexipol LLC	Policies Manual Update Sub	15611	3,040.00	3,040.00
Tot	tal 96222:					_	3,040.00
01/16	01/07/2016	96223	Middleton, Keith	Mileage Reimb to Bank of t	010516	109.54	109.54
Tot	tal 96223:					_	109.54
01/16	01/07/2016	96224	National Meter & Automation	Replenish Inventory	S1067277.00	40,635.00	40,635.00
Tot	al 96224:					_	40,635.00
01/16	01/07/2016	96225	Office Depot	Office Supplies	814021275001	296.54	296.54
01/16 01/16	01/07/2016 01/07/2016		Office Depot Office Depot	Office Supplies Office Supplies	814021469001 814213725001	297.33 40.21	297.33 40.21
•	al 96225:		•			-	634.08
01/16	01/07/2016	96226	Palace Station	Blanton, Craig, Shultheiss L	221222016	322.50	322.50
Tot	al 96226:					-	322.50
01/16	01/07/2016	96227	Patterson Veterinary	ACO Supplies	890/1939988	157.32	157.32
Tot	al 96227:					-	157.32
01/16	01/07/2016	96228	Praxair Distribution Inc	Oxygen	54481353	117.45	117.45
·	al 96228:					-	117.45

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GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
01/16	01/07/2016	96229	Quinn Company	Generator Maintenance	SEE ATTACHED	3,755.11	3,755.11
To	tal 96229:					-	3,755.11
01/16	01/07/2016	96230	R S I Petroleum Prod	Oil	0289632	879.36	879.36
01/16	01/07/2016	96230	R S I Petroleum Prod	Fuel	1065498,5521,555	3,141.68	3,141.68
01/16	01/07/2016	96230	R S I Petroleum Prod	Fuel	1065542	45.36	45.36
To	tal 96230:					<u>-</u>	4,066.40
01/16	01/07/2016	96231	S.C. Friends Tire Inc.	Tire Service	28910	24.00	24.00
01/16	01/07/2016	96231	S.C. Friends Tire Inc.	Tire Service	28943	17.50	17.50
01/16	01/07/2016	96231	S.C. Friends Tire Inc.	Tire Service	28978	447.95	447.95
01/16	01/07/2016	96231	S.C. Friends Tire Inc.	Tire Service	28985	35.00	35.00
01/16	01/07/2016	96231	S.C. Friends Tire Inc.	Tire Service	29027	28.50	28.50
01/16	01/07/2016	96231	S.C. Friends Tire Inc.	Tire Service	29039	10.00	10.00
01/16	01/07/2016	96231	S.C. Friends Tire Inc.	Tire Service	29048	10.00	10.00
01/16	01/07/2016	96231	S.C. Friends Tire Inc.	Tire Service	29057	10.00	10.00
01/16	01/07/2016	96231	S.C. Friends Tire Inc.	Tire Service	29078	20.50	20.50
To	tal 96231:					-	603.45
01/16	01/07/2016	96232	Safety-Kleen Corp	Waste Disposal, Solvent	67451994	2,677.10	2,677.10
Tot	tal 96232:					_	2,677.10
01/16	01/07/2016	96233	Sage Staffing	Temp Mary Johnson	53144	1,725.60	1,725.60
01/16	01/07/2016		Sage Staffing	Temp Mary Johnson	53189	798.09	798.09
Tot	tal 96233:					_	2,523.69
01/16	01/07/2016	96234	SC Communications	Field Service Repeater Issu	96171	750.00	750.00
01/16	01/07/2016		SC Communications	Reprogramming Radios	96373	105.00	105.00
Tot	tal 96234:					_	855.00
01/16	01/07/2016	96235	Schultheiss, Ryun	Per Diem Property Evidenc	122315	160.00	160.00
Tot	tal 96235:						160.00
01/16	01/07/2016	96236	Sequoia Equipment Company,	Repair Unit 435	2006	3,577.23	3,577.23
01/16	01/07/2016		Sequoia Equipment Company,	Repairs to Units 222 & 415	2362,2363,2364,23	705.90	705.90
Tot	tal 96236:					_	4,283.13
01/16	01/07/2016	96237	SiteOne Landscape Supply, LL	Valve Controls - Irrigation	74258859	1,480.65	1,480.65
Tot	tal 96237:						1,480.65
01/16 01/16	01/07/2016 01/07/2016		Souders, Caleb Souders, Caleb	Mileage Reimbursement Pa Reimbursement for Driver	010416 010416-1	690.84 1,007.29	690.84 1,007.29
Tot	tal 96238:					_	1,698.13
01/16	01/07/2016	96239	Staples Advantage	Office Supplies, Janitorial	8037301881, 64458	1,590.05	1,590.05
Tot	al 96239:					_	1,590.05
01/16	01/07/2016	96240	Vaccaro, Brandon	Fire & Emergency Safety &	122815	567.00	567.00

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GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
То	tal 96240:						567.00
01/16	01/07/2016	96241	Valley Instrument	Pressure Transmitter/Gaug	1215108	2,063.58	2,063.58
То	tal 96241:						2,063.58
01/16 01/16	01/07/2016 01/07/2016	96242 96242	Waste Management Waste Management	Trash Service Trash Service	3726220-2508-1 3726310-2508-0	675.77 146.00	675.77 146.00
To	tal 96242:						821.77
01/16	01/07/2016	96243	We C.A.R.E.	Traffic Collisin Investi. Clas	411152016	2,025.00	2,025.00
To	tal 96243:						2,025.00
Gra	and Totals:						104,751.64

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated:

Finance Director

Report Criteria:

Report type: Invoice detail Check.Check Number = {>} 96189 Bank.Bank Number = 1

Check.Voided = no

REGULAR MEETING CITY OF CALIFORNIA CITY

CITY COUNCIL

Tuesday, August 4, 2015 Council Chambers, 21000 Hacienda Blvd. **MINUTES**

CALL TO ORDER

Mayor Wood called the meeting to order at 5:30 pm. City Clerk Hilliker called the roll:

PRESENT: Grav. Smith. Warren. Mayor Pro Tem McGuire. Mayor Wood

ABSENT: None

ADOPTION OF AGENDA

Motion by Mayor Pro Tem McGuire, second by Councilmember Gray to adopt the agenda. Motion carried.

CLOSED SESSION

CS 1. Pursuant to Cal. Gov't Code §54957.6: Conference with Labor Negotiator - Negotiations; California City Miscellaneous Union

Donald Trumble complimented the employees in the water billing department.

CLOSED SESSION ACTION

City Attorney Bettenhausen reported that the council had voted to approve the tentative miscellaneous 3 year MOU. MOU to be formally adopted at the August 18, 2015 meeting.

CITY COUNCIL MEETING

At 6:00 pm, following the Pledge of Allegiance, the City Clerk called the roll:

PRESENT: Gray, Smith, Warren, Mayor Pro Tem McGuire, Mayor Wood

ABSENT: None

CITY CLERK REPORTS / LATE COMMUNICATIONS

JM Powers – 5 letter regarding Grand Jury recommendations, unlicensed daycare, article in MDN pertaining to water, parcel tax default rates, and discrepancies in city's water accounts DJ Twohig – email regarding the minutes of May 5th council meeting

PRESENTATIONS None

STAFF ANNOUNCEMENTS / REPORTS

Police Chief Hurtado - currently testing autism units; tonight is National Night Out @ City Park Fire Chief Armstrong - State of Emergency declared Level 5, due to current fires; one staff member currently deployed for 10 days; new fire engine has arrived; incident where family was displaced and arrangements were made for their stay at Motel 6 Public Works Director Platt - department updates; pool slab leak, replacement of wall at Foxy's, final clean up on Redwood project, cottonwood trees need to be removed; Airport: no driving along the taxiway except personnel, will bring back quotes to repair roof

CIVIC / COMMUNITY / ORGANIZATIONS ANNOUNCEMENTS

Bill Tarvin, EDC – merchandise is moving slowly for the 50th Anniversary; membership drive is also slow

DJ Twohig, mycalcity.org – report on Mojave Unified School District/Bonds

PUBLIC BUSINESS FROM THE FLOOR

Al Hutson – water trucks filling up, contract; City not complying with Kern Grand Jury recommendations; city still not paying for its own water per Prop 218; statute of limitations/tolling; Erica B. – concerns with pedestrian crossings; inquired if the city will offer incentives to go desert scape (Gray stated that the state wants to mandate zero scape but not provide any funding); concerns about the amount of water the golf course uses; inquired where the 50th Anniversary merchandise is available; also is there a savings by children attending Cal City High School instead of Mojave?

Russell Michael – trailer on CCB is still an eyesore, he was given 30 days to comply; believes City Manager Weil is a bad operator

CONSENT CALENDAR

CC 1. CITY CHECK REGISTERS: dated through 07/28/15
PAYROLL REGISTERS: pay period 06/30/15 – 07/13/15

CC 2. MINUTES: Regular Meeting dated 05/05/15

Waive reading of subject minutes, approve as written, and order filed.

Both council and members of the public received clarification on several checks.

Motion by Councilmember Warren, second by Councilmember Gray to approve the consent calendar. Roll call vote as follows:

AYES: Gray, Smith, Warren, McGuire, Wood

NAYS: None

ABSTAIN: Warren ck# 94616

ABSENT: None

CONTINUED PUBLIC HEARING

CPH 1. Proposed Non-Exclusive Taxi Franchise: California City Yellow Company

Mayor Wood read the item and declared the Public Hearing open.

City Manager Weil provided the staff report.

City Clerk Hilliker reported that there were no communications received.

Al Hutson inquired if the taxi service can subsidize Dial a Ride? The city can apply for funding for residents to augment the taxi.

Motion by Mayor Pro Tem McGuire, second by Councilmember Warren to close the public hearing. Motion carried.

Motion by Mayor Pro Tem McGuire, second by Councilmember Gray to give first reading, by title only, with further reading waived of "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY GRANTING A NON-EXCLUSIVE TAXI FRANCHISE TO CALIFORNIA CITY YELLOW CAB COMPANY" Roll call vote as follows:

AYES: Gray, Smith, Warren, McGuire, Wood

NAYS: None ABSTAIN: None ABSENT: None

CONTINUED BUSINESS

CB 1. Fire Department: Fire Station, Floor Plan and Building Quotes

Fire Chief Armstrong provided the staff report.

Al Hutson inquired if the city could get land from the state.

Councilmember Smith would like to see the proposed building turned.

Motion by Mayor Pro Tem McGuire, second by Councilmember Warren to get cost of demolishing the existing building and associated storage. Roll call vote as follows:

AYES: Gray, Smith, Warren, McGuire, Wood

NAYS: None ABSTAIN: None ABSENT: None

NEW BUSINESS

NB 1. <u>Professional Services Agreement for Independent Audit Services: Rogers, Anderson, Malody & Scott, LLP</u>

Staff report provided by Finance Director Hernandez.

Bill Tarvin - industrial creditability

Al Hutson – very reputable company, has reviewed their list of clients

Russell Michael – inquired if we are getting charged more money because we have bad books.

DJ Twohig – city needs to hold itself to the highest standards

Councilmember Gray stated it looks like we are on a rotating schedule.

Councilmember Smith inquired as to why the city needs to spend more money now and why go with someone else.

Finance Director Hernandez replied that it is very common to go out for an RFP every three years.

Councilmember Warren believes the current auditors exercise poor workmanship and would like to bring in a different company.

Mayor Pro Tem McGuire stated that it is good to have "fresh eyes" and helps protect the city.

Motion by Mayor Pro Tem McGuire, second by Councilmember Smith to retain our current audit firm of Moss, Levy & Hartzheim, LLP. Roll call vote as follows:

AYES: Smith, Warren, McGuire

NAYS: Gray, Wood ABSTAIN: None ABSENT: None

NB 2. Zoning Clarification M2 Steam Electric Generation

Public Works Director Platt provided the staff report.

Motion by Councilmember Warren, second by Councilmember Gray to approve electric generation as a permitted use in M2 zoning. Motion carried 5-0

NB 3. Surplus Auction Contract

Lt. Huizar provided the staff report.

Russell Michael stated that surplus auctions should be kept in house.

Councilmember Smith stated there are both pros and cons to this, would like to keep it in house.

Motion by Mayor Pro Tem McGuire, second by Councilmember Warren to table this item. Motion carried 5-0

NB 4. California Infrastructure Bank Financing Options (Informational Only)

Finance Director Hernandez provided the staff report.

Al Hutson brought this information forward at a previous meeting and stated that the city should definitely consider this option.

DJ Twohig and Russell Michael both voiced their views on this subject.

COUNCIL AGENDA

Councilmember Gray - request staff to bring back to council information as to what a balanced budget looks like

Councilmember Smith – requests legal counsel to find a way for the city to confiscate unfinished homes

Councilmember Warren – requests staff to look into options on how to help citizens pay their water bills

Mayor Wood – recently attended meeting din Bishop where the President of SCE explained changes that will be happening with the utility company

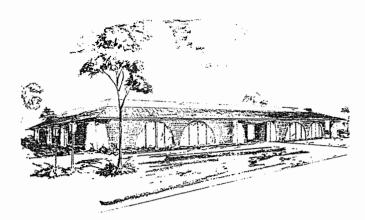
ADJOURNMENT

Motion by Mayor Pro Tem McGuire, second by Councilmember Gray to adjourn at 9:21 pm. Motion Carried 5-0

Respectfully submitted by	Res	pectfully	submitted	bv.
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Denise Hilliker, City Clerk

APPROVED BY CITY COUNCIL OF	



City of California City

City Hall



PHONE (760) 373-8661

21000 HACIENDA BLVD. - CALIFORNIA CITY, CALIFORNIA 93505

Side Letter of Agreement between the City of California City AND Fire Fighters Association

This side letter of agreement will modify Article nineteen; Uniform Allowance of the Associations MOU dated July 1, 2007 to June 30, 2010

Article XIX
Uniform Allowance

CLASSIC

All Association members hired by the City on or before December 31, 2012 or who are defined as CalPERS Classic Employees shall be provided with a Pensionable Uniform compensation allowance.

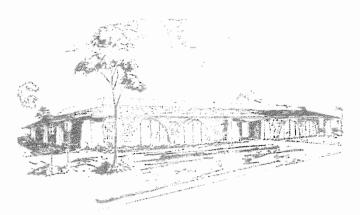
The City will provide up to at least six uniform T-shirts, one job shirt, three Class B uniform shirts and trousers, one lined jacket, 1 pair of boots, one belt, and uniform accessories for employees who are required to wear them with an annual pensionable compensation valued up to \$1, 200.00 annually. The job classifications identified as being eligible for the uniform allowance include:

Fire Captain Firefighter/Paramedic Fire Engineer

TIER II

There were no Fire Association members hired between December 18, 2012 and January 1, 2013 that would meet the TIER II pensionable compensation requirement. Therefore, Tier II is not applicable to the Fire Fighters Association. Any person hired with the Fire Fighters Association After January 1, 2013 with previous PERS credit will be included in the Classic Pensionable Compensation program.

CC3.





City Hall



PHONE (760) 973-8661

21000 HACIENDA BLVD. - GALIFORNIA CITY, CALIFORNIA 90505

PEPRA

All Association members hired by the City on or after January 1, 2013 who are defined as CalPERS Employees shall be provided with up to at least six uniform T-shirts, one job shirt, three Class B uniform shirts and trousers, one lined jacket, 1 pair of boots, one belt, and uniform accessories for employees who are required to wear them. The annual \$1,200.00 value of the uniform is not included as pensionable compensation.

Fire Chief Fire Captain Firefighter/Paramedic Battalion Chief Fire Engineer

Firefighters Association

City of California City

By: Andrew Roach, President

William T. Weil, City Manager

Date: 12-21-2015

Date: 12 - 21 - 15

CITY COUNCIL

12 January 2016

TO: Mayor and City Council

FROM: Rudy Hernandez, Finance Director

SUBJECT: Approval of ACH Agreement with Bank of Sierra.

BACKGROUND:

The City of California City currently does its banking with the Bank of Sierra. On a periodical basis, the City must renew the ACH Origination Agreement with the bank. The agreement is for use in an arrangement where the City of California City ("Customer") is originating credit or debit entries ("Entries") to the accounts of others, the total of which will be charged against or credited to City's deposit account with the Bank.

In a nutshell, this ACH origination agreement sets the amounts that the City may electronically wire in or wire out via on-line banking services. Please see page 2 regarding credit transaction limits. If the City needs to wire out more than the \$250,000 daily limit, the transaction must be done in person at our local bank of sierra bank branch.

RECOMMENDATION:

That the City Council approve the ACH agreement with Bank of Sierra and Authorize the City Manager to sign the ACH agreement.

FISCAL IMPACT:

None.

ENVIRONMENTAL ACTION:

None.

CCH.

SIERRA PAPERLESS PAYMENT SYSTEM ACH ORIGINATION AGREEMENT

Credit or Debit Originations

Note: This Agreement is for use in an arrangement where the Company or customer ("Customer") is originating credit or debit entries ("Entries") to the accounts of others, the total of which will be charged against or credited to Customer's deposit account with the Bank.

This Agreement, dated as of 10/29/2015 is between City of California City ("Customer" and sometimes referred to as "originator") and BANK OF THE SIERRA ("Bank" and sometimes referred to as Originating Depository Financial Institution or "ODFI").

RECITALS

- A. Customer wishes to initiate Entries by means of the Automated Clearing House Network pursuant to the terms of this Agreement and the Rules of the National Automated Clearing House Association (NACHA) and the California Automated Clearing House Association (CACHA)—(the "Rules"); the Bank is willing to act as an ODFI with respect to such Entries. Customer also agrees to follow all Federal Laws and Regulations pursuant to ACH activity. This includes but is not limited to the processing of Illegal Internet Gambling transactions.
- B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Customer hereunder from which Bank initiates Entries.

AGREEMENT

1. <u>Transmittal of Entries by Customer</u>. Customer shall transmit CTX (Corporate Trade Exchange) an Entry initiated by an Organization to transfer funds to or from the account of that Organization or another Organization that permits the inclusion of payment related remittance information in ANSI or UN/EDIFACT syntax, CCD+ (Tax Payments to the Internal Revenue Service), PPD (An Entry initiated by an Organization based on a standing or a Single Entry authorization from a Receiver to transfer funds to or from a Consumer Account of the Receiver) and/or CCD (Corporate Credit or Debit Entry initiated by an Organization to transfer funds to or from an account of that Organization or another Organization) entries to Bank to the location and in compliance with the formatting and other requirements set in the Schedule C attached hereto.

Debit Entries Only Credit Entries Only X Debit and Credit Entries

Nature of Transaction: Debit (Membership Fees, Utilities, etc.)

Credit \$250,000.00 (Payroll, etc.)

It is agreed between Bank and Customer the ACH Origination limits listed below are reasonable and will accommodate ACH Origination transactions conducted within the Customer's normal course of business and the limits apply solely for the purpose of processing ACH Origination services as provided by Bank of the Sierra.

It is also agreed any transaction in excess of these origination limits may be handled by the Bank as an exception item and will require Customer to contact Bank for instructions.

Debit Transaction Limits:

Daily Amount Limit:

Weekly Amount Limit:

Monthly Amount Limit:

Credit Transaction Limits:

Daily Amount Limit:

\$250,000.00

Weekly Amount Limit:

\$250,000.00

Monthly Amount Limit:

\$600,000.00

Limits are a combined sum of all Origination Companies established by Customer.

2. <u>Security Procedure</u>. Bank will verify that Company has authorized, canceled, or amended an entry that constitutes a payment order solely by means of the security procedures inherent to the Sierra WebCash Manager product "Product". Product uses 128-bit encryption and requires the use of a User ID and User Password to access the system.

Customer agrees that the above-described Security Procedure is commercially reasonable and is the Security Procedure that best meets Company's wishes and its requirements given the size, type and frequency of the files that the Company will issue to Bank. Company further agrees to safeguard any number, code, password, test key, or other identifier assigned to it, from discovery by any unauthorized person. The Security Procedure is not designed to and will not detect errors and Company assumes all responsibility for errors that may be contained in its files to the Bank.

Customer understands and agrees that when Bank acts on any file received, Bank and any beneficiary's Bank may rely solely on (I) the beneficiary's account number even if it identifies a person different from the named beneficiary, and (II) if provided to Bank, the identification number of any other financial institution through or to which the funds are to be transferred, rather than the name of the financial institution. Company expressly agrees to be bound by any file originated to Bank, whether or not authorized, issued in its name and accepted by Bank in compliance with the Security Procedure.

The Bank has the right to monitor and review all banking activity conducted on Sierra WebCash Manager, but undertakes no obligation to monitor transactions to determine that they are made on behalf of the account holder.

Customer agrees to establish, implement and as appropriate, update security policies, procedures and systems related to the initiation, processing and storage of entries in accordance with the ACH Security Framework, effective September 20, 2013. These policies, procedures and systems must:

- 1. Protect the confidentiality and integrity of Protected Information;
- Protect against anticipated threats or hazards to the security or integrity of Protected Information; and
- 3. Protect against unauthorized use of Protected Information that could result in substantial harm to a natural person.

Protected Information is defined as:

The non-public personal information, including financial information, of a natural person used to create, or contained within, and Entry and any related Addenda Record.

3. <u>Recording and Use of Communications</u>. Company and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

4. Processing, Transmittal and Settlement by Bank.

(a) Except as provided in Sections 5 and 6, Bank shall (i) process Entries received from Customer to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an ODFI to the Federal Reserve Bank of San Francisco or other correspondent Banks (the "ACH Operator") acting as an Automated Clearing House processor, and (iii) settle for such Entries as provided in the Rules. (b) Bank shall transmit such Entries to the ACH Operator by the deadline of the ACH Operator set forth in Schedule D attached hereto [two (2) business days] prior to the Effective Entry Date shown in such Entries provided (i) such Entries are received by Bank's related cut-off times set forth in Schedule D attached hereto [two (2) business days related cut-off times set forth in Schedule D attached hereto [two (2) business days related cut-off times set forth in Schedule D attached hereto [two (2) business days related cut-off times set forth in Schedule D attached hereto [two (2) business days at least two (2) days, but not more than five (5) days after such business day, and (iii) the ACH Operator is open for business on such business day. For purposes of this Agreement, (x) a "business day" is a day on which Bank is open for normal business other than a Saturday or Sunday, and (y) Entries shall be deemed receivable by Bank. (c) If any of the requirements of clauses (i), (ii), or (iii) of Section 4(b) is not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator, which is a business day and a day on which the ACH Operator is open for business.

5. Entry Authorizations and Notices.

- (a) Receiver Authorizations and Record Retention. Before the origination by Customer of the first Entry to a Receiver's account, wherever such account is located, Customer shall obtain from such Receiver an authorization to initiate one or more Entries to the Receiver's account, which authorization shall comply with the Rules and with the Electronic Fund Transfer Act ("EFTA"). Each Entry originated thereafter shall be made pursuant to such authorization, and no Entry shall be originated by Customer after the authorization has been revoked or the arrangement giving rise to the Entries has been terminated. Customer shall retain Receiver authorizations for two (2) years after the authorization is revoked or terminated and documentation related to any Entry for two (2) years following origination. Customer acknowledges that such authorizations and documents are property of Bank and agree to furnish same to Bank on request.
- (b) <u>Prenotifications</u>. Prior to the initiation of the first entry to a Receiver or a Receiver's account with an RDFI, the Customer may, at its option, deliver or send notification (referred to as "prenotifications"), complying with the requirements of Appendix Two (ACH Record Format Specifications), through an ODFI to the Federal Reserve Bank for transmittal to the appropriate RDFI. The prenotification shall provide notice to the RDFI that the Customer intends to initiate one or more entries to the Receiver's account in accordance with the Receiver's authorization. If the Customer intends to initiate an entry on behalf of another person, any prenotification transmitted shall be transmitted with respect to such person. In any case in which a prenotification has been initiated by the Customer, the provisions of the (Three Banking Days' Delay; Return Entries and Notification of Change) will apply.

- (c) Three Banking Days' Delay; Return Entries and Notification of Change. A Customer that has initiated a prenotification may initiate entries to a Receiver's account no sooner than three banking days following the Settlement Date of the prenotification entry. If, within the three banking day period, the RDFI has transmitted to the Federal Reserve Bank and the ODFI has received a return entry complying with the requirements of Return Entries indicating that the RDFI will not accept entries, such entries shall not be initiated. If, within the three banking day period, the RDFI has transmitted to the Federal Reserve Bank and the ODFI has received a Notification of Change complying with the requirements of Notification of Change indicating that RDFI requires the requested changes to be made prior to the initiation of such entries, such entries shall not be initiated unless the requested changes have been made.
- (d) <u>Consumer Notice Debit Entry.</u> If the amount of a Debit Entry to a Receiver's account varies in amount from the previous Debit Entry originated under the same authorization or pre-authorization, Customer shall at least ten (10) calendar days before the Effective Entry Date of such Debit Entry, send the Receiver written notice of the amount of such Debit Entry and its Effective Entry Date, unless Receiver has previously been notified of his or her right to receive such notice and Receiver has elected to receive such notice only when the Debit Entry does not fall within a specified range of amounts or varies from the most recent Debit Entry by a specified amount. If any change is made by Customer in the scheduled Effective Entry Date of one or more pre-authorized Debit Entries, Customer shall at least seven (7) calendar days before the Effective Entry Date of the first Debit Entry to be affected by the change, send Receiver a written notice of the new Effective Entry Date.
- (e) <u>Consumer's Right to Refund Debit Entry.</u> Customer acknowledges that a Receiver, under the Rules and EFTA, has a right to receive a refund of funds debited from his or her account by sending a notice to the RDFI, or Bank if a Debit Entry is an On-Us Entry, that a Debit Entry was, in whole or in part, not authorized and the RDFI, or Bank in the case of an On-Us Entry, has the right to obtain reimbursement of the Debit Entry from Customer (as described in Section 8.6 of the Rules). Customer agrees to pay Bank the amount of any such adjustment entry immediately upon demand from Bank. Customer shall be solely responsible for resolving any dispute, mistake or controversy with Receiver with respect to the refused Debit Entry, whether or not the refusal by the Receiver was valid.
- (f) <u>Additional Representations</u>, <u>Warranties and Indemnities</u>. In addition to the warranties, representations and indemnities provided by the Customer in Section 13 of this Agreement, Customer represents and warrants that it has (i) obtained and maintained all required authorizations, (ii) provided all required notices, and (iii) originated all Entries under this Agreement in compliance with the Rules and all applicable state and federal laws and regulations including, without limitation, EFTA. Customer indemnifies and holds Bank harmless from and against any claim, damages, loss, liability, penalty, assessment, or expense (including attorney's fees and expenses) resulting from or arising out of any of the foregoing representations and warranties.
- 6. On-Us Entries. Except as provided in Section 7, in the case of an Entry received for credit to an account maintained with Bank (an "On-Us Entry"), Bank shall credit the Receiver's account in the amount of such Entry on the Effective Entry date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 5(b) are met. If either of those requirements is not met, Bank shall use reasonable efforts to credit the Receiver's account in the amount of such Entry on the next business day following such Effective Entry Date.
- 7. Rejection of Entries. Bank shall reject any Entry which does not comply with the requirements of Section 1 or 2, or which contains an effective Entry Date less than two days after the business day such Entry is received by Bank. Bank shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned by a Receiver under the Rules. BANK SHALL HAVE THE RIGHT TO REJECT ANY ENTRY IF CUSTOMER HAS FAILED TO COMPLY WITH ITS ACCOUNT BALANCE OBLIGATIONS UNDER SECTION 11 OR IF BANK, IN ITS DISCRETION,

BELIEVES THAT CUSTOMER WILL NOT MAKE PAYMENT FOR THE ENTRY UNDER SECTION 10. Bank shall notify Customer by facsimile or electronic transmission of such rejection no later than the business day such Entry would otherwise have been transmitted by Bank to the ACH Operator, or in the case of an On-Us Entry, its Effective Entry Date. Bank shall have no liability to Customer by reason of the rejection of any such Entry or the fact that such notice is not given at any earlier time than that provided for herein.

- 8. Cancellation or Amendment by Customer. CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT SHALL HAVE NO RIGHT TO CANCEL OR AMEND ANY ENTRY ORIGINATED BY IT AFTER SUCH ENTRY HAS BEEN RECEIVED BY BANK. However, Bank shall use reasonable efforts to act on a request by Customer for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us request, comply with the security procedure for cancellation of Data, but shall have no liability if such cancellation is not effected.
- 9. Notice of Returned Entries and Notifications of Change. Bank shall notify Customer by facsimile or electronic transmission of the receipt of a returned Entry from the ACH Operator no later than one (1) business day of such receipt. Except for an entry re-transmitted by Customer in accordance with the requirements of Section 1, Bank shall have no obligation to, and shall not re-transmit any Entry which has been previously returned.

If Customer receives repetitive Debit returns due to Non-Sufficient Funds, Stop Payments, or Unauthorized from Receiver, Bank reserves the right to cancel the further origination by Customer of such entries to the Receivers account by notifying the Customer in writing of this termination. Customer will be responsible for contacting Receiver in order to renegotiate Customer-Receiver relationship for further entries.

Bank shall provide Customer all information, as required by the NACHA Operating Rules, with respect to each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by the Bank relating to Entries transmitted by the Customer. Bank must provide such information to the Customer within two banking days of the Settlement Date of each NOC or Corrected NOC Entry. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Customer's receipt of the NOC information from the Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

- 10. <u>Payment.</u> Customer shall pay Bank the amount of each Credit Entry transmitted by Bank pursuant to this Agreement no later than the date of transmittal of such Entry by Bank. Bank may, in its sole discretion, require payment in full of (or adequate security for) the amount of any Entry as a condition to the transmittal of such Entry.
- 11. The Account. Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Customer, and shall credit the Account for any amount received by Bank by reason of the return of an Entry transmitted by Bank for which Bank has previously received payment from Customer. Such credit shall be made as of the day of such receipt by Bank. Customer shall at all times maintain a balance of available collected funds in the Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available collected funds in the Account to cover Customer's obligations under this Agreement, Customer agrees that Bank may debit any account maintained by Customer with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to Customer, in order to obtain payment of Customer's obligations under this Agreement. The bank reserves the right to terminate this agreement if there are repeated instances of insufficient funds.

12. Account Reconciliation. Entries originated by Customer pursuant to this Agreement will be reflected on Customer's periodic deposit account statement. Customer agrees to notify Bank promptly of any discrepancy between Customer's records and the information shown on the periodic statement. If Customer fails to notify Bank of any discrepancy within fifteen (15) days from the date the periodic statement containing the discrepancy is made available to Customer by Bank, Customer agrees that (i) the statement shall be presumed correct and Customer shall be precluded from asserting any discrepancy reflected thereon against Bank; and (ii) Bank shall not be liable for any loss (including lost interest) resulting from such discrepancy or any other losses resulting from Customer's failure to give such notice.

Under the NACHA operating rules, we are not required to give next day notice to you of receipt of an ACH item and will not do so. However, we will notify you of the receipt of payment in the periodic statement we provide you.

13. Customer Representations and Agreements: Indemnity. Customer represents to Bank and agrees that (a) each person shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal by Bank as provided herein, (c) Entries transmitted to Bank by Customer are limited to those types of Entries set forth in Section 1, (d) Customer shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (e) Customer shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and specifically acknowledges that it has received notice of that Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry. Customer indemnifies and holds Bank harmless from and against any claim, damages, lost liability, penalty, assessment, or expense (including attorney's fees and expenses) resulting from or arising out of any of the foregoing representations and warranties including the sanctions laws administered by the Office of Foreign Asset Control (OFAC).

14. Liability: Limitations on Liability; Indemnity.

- (a) Bank shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence in performing those services. Bank shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Customer) or those of any other person, including without limitation any Federal Reserve Bank or transmission or communications facility, any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI, and no such person shall be deemed Bank's agent. Customer agrees to indemnify Bank against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Customer or any other person described in this Section 14(a).
- (b) In no event shall Bank be liable for any consequential, special, punitive or indirect loss or damage which Customer may incur or suffer in connection with Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.
- (c) Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances

beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

(d) Subject to the foregoing limitations, Bank's liability for loss of interest shall be calculated by using the lesser of the average Federal Funds rate for the period involved or 6% per annum. At the Bank's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Customer or any other person described in Section 14(a).

15. Compliance with Security Procedure.

- (a) If an Entry (or request for cancellation or amendment of any Entry) received by Bank purports to have been transmitted or authorized by Customer, it will be deemed effective at Customer's Entry (or request) and Customer shall be obligated to pay Bank the amount of such Entry as provided herein even though the Entry (or request) was not authorized by Customer.
- 16. <u>Inconsistency of Name and Account Number</u>. Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the RDFI might be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that Customer's obligation to pay the amount of the Entry to Bank is not excused in such circumstances.
- 17. <u>Payment for Services</u>. Customer shall pay Bank the charges for the services provided for herein set forth in Schedule B attached hereto. Such charges do not include, and Customer shall be and remain responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to the services provided for herein, and any fees or charges provided for in the agreement between Bank and Customer with respect to the Account (the "Account Agreement"). Applicable charges and fees may be charged by Bank effective upon notice to Customer pursuant to Schedule B.
- 18. <u>Amendments.</u> From time to time Bank may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of Schedules A through F attached hereto. Such amendments shall become effective upon receipt of notice by Customer or such later date as may be stated in Bank's notice to Customer.

19. Notices, Instructions, Etc.

- (a) Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter.
- (b) Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative of Customer and any such communication shall be deemed to have been signed by such person. Such notice shall be effective on the second business day following the day of Bank's receipt thereof.
- (c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered or sent by First Class mail, postage pre-paid, or by facsimile transmission, and, if to Bank, addressed to:

Bank of the Sierra Attention: Payment Solutions Department P.O. Box 1930 Porterville, CA 93258

and, if to Customer, addressed to:

Customer Name: City of California City Address: 21000 Hacienda Blvd

City:

California City, CA 93505

Attention:

unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

- 20. Date Retention. Customer shall retain data on file adequate to permit remaking of Entries for 60 days following the date of their transmittal by Bank as provided herein, and shall provide such Data to Bank upon its request.
- 21. Tapes and Records. All magnetic tapes, Entries, security procedures and related records used by the Bank for transactions contemplated by this Agreement shall be and remain the Bank's property. Bank may, at its sole discretion, make available such information upon Customer's request. Any expenses incurred by the Bank in making such information available to Customer shall be paid by the Customer.
- 22. Cooperation in Loss Recovery Efforts. In the event of any damages for which the Bank or Customer may be liable to each other or to a third party pursuant to the services provided under this Agreement, the Bank and the Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend of elects to pursue against a third party.
- 23. Termination. Customer may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of Bank's receipt of written notice of such termination or such later date as is specified in that notice. Bank reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Customer. Any termination of the Agreement shall not affect any of Customer's obligations arising prior to such termination.

Bank reserves the right to terminate this Agreement, in whole or part, at any time with or without cause and without prior written notice. Bank also reserves the right to temporarily suspend Cash Management access in situation deemed inappropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter ID's or Passwords as an indication of an attempted security breach.

24. Entire Agreement. This Agreement (including the Schedules A through F attached hereto), together with the Account Agreement, is the complete and exclusive statement of the agreement between Bank and Customer with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank and Customer with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and the Bank shall incur no liability to Customer as a result of such violation or amendment.

- 25. <u>Non-assignment.</u> Customer may not assign this Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent.
- 26. <u>Waiver</u>. Bank may waive enforcement of any provision of this Agreement. Any such waiver shall not affect the Bank's rights with respect to any other transaction or modify the terms of this Agreement.
- 27. <u>Binding Agreement</u>. Benefit. This Agreement shall be binding upon and inure the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Bank or Customer hereunder.
- 28. <u>Headings</u>. Headings are used for referenced purposes only and shall not be deemed a part of this agreement.
- 29. <u>Severability</u>. In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
- 30. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.
- 31. <u>Data Input and Output.</u> The Customer acknowledges that Sierra WebCash Manager requires that the Customer input data into the Product. In some cases, Bank may provide such parties with information instructing them how to input data into the Product; however, in no event shall Bank be liable for accuracy, completeness, or format of data input by parties other than Bank. The Customer may access the Product at any time, and shall be able to confirm the most recent date of data input from each account available.

Bank will provide Customer with one User ID and Password at the time of installation. Customer reserves the right to change the Password given at any time. Customer is responsible for the security of the User ID and Password, and also assumes the responsibility of creating new User ID's and Passwords for Customer. Customer is responsible for the setup within the Product of security in respect to the creation, release, and editing of any Entries released to Bank. Customer is also responsible for granting access to any of the functions offered in the Product during the setup of a new user, which includes, but is not limited to the Stop Payment function, ACH functions, Information Reporting function, Account Transfer Function, and Wire Functions. Furthermore, the Customer assumes full responsibility for the consequences of any misuse or unauthorized use or access to the Product or disclosure of any confidential information of the Customer by the Customer's employees, agents, or other third parties.

<u>Computer Security</u> Customer agrees that all devices used to access Bank services and systems are running a supported operating system, are fully patched and running professional-grade anti-virus and anti-malware protection that receives regular signature updates. Bank and its authorized representatives shall have the right to audit and examine such devices to ensure proper security is being maintained.

32. Stop Payments. Customer may order through the Product stop payments on any of its checks which have not yet been paid by Bank. Customer must be able to provide the correct check number and exact amount of check. Any loss suffered by Customer due to Customer's failure to accurately identify the check in the stop payment request will be the responsibility of the Customer.

Stop payment order will not be effective against a check that has paid prior to the time that Bank has both received the order and has had a reasonable period of time to respond to the order. Customer understands that the Customer will and Bank will not be responsible for determining whether or not a check has been paid. Bank will respond to the stop payment request by replying to the Internet email address supplied in the stop payment request to notify Customer that the request has been received and applied. Customer will assume responsibility for contacting Bank if such a reply is not received within a reasonable amount of time.

Prior to the Customer submitting a stop payment order to Bank through the Product, Customer agrees to access the appropriate account and data base information through the Product and determine whether the check to which the stop payment order relates has or has not already been paid. Customer understands that the information available via the Product regarding the status of individual checks on any given banking day will be limited to transactions that were processed on the previous banking day.

Customer understands that messages transmitted to the Bank through the Product must be sent by 5:00 P.M. Pacific time, and further that systems and personnel limitations may on occasion delay further the actual time of retrieval of any message. Customer agrees that the Bank shall have a reasonable amount of time after retrieval to take any action (or refrain from taking any action) ordered or requested in such messages, and that any stop payment instructions or other messages shall be ineffective against Bank if Bank is unable within such time to comply with the terms of the instruction or message.

Accordingly, Customer acknowledges that the information regarding the status of individual checks will not include transactions-including cash payments- on a check that occur on the same banking day as the date of receipt of the stop payment order. Customer acknowledges that a transaction search through the Product will not necessarily reveal whether a check has been paid until the banking day after the banking day on which the stop payment order is received by Bank. Any loss suffered by Customer due to Customer's decision to issue a new or replacement check, or to take any other action, based on information in the Product prior to the next banking day after the banking day on which the stop payment order has been received by Bank will be the responsibility of Customer and not of Bank.

Stop payment orders remain in effect for six months. Stop payment orders are automatically canceled when the account on which the check is drawn is closed or at the end of the six month term of the order (unless renewed).

- 33. Access. Once Company has executed this Agreement, and any other documents required by Bank, and have been approved by Bank to use the Product, Company will be assigned a User ID and User Password. Company will be required to change the passwords upon the first time accessing the Product and thereafter will control and manage your Company's login information and will be solely responsible for assigning and maintaining the security surrounding your users. The Bank will act on instructions received under valid passwords, will have no duty to further verify the identity of any Company user with valid passwords and shall not have the liability for transactions occurring on your account originated with valid passwords.
- 34. Right to Audit. Customer shall establish and maintain a reasonable accounting system that enables Bank to readily identify Customer's assets, expenses and use of funds. Bank and its authorized

representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the Customer. Such records shall include, but not be limited to, checks deposited, accounting records, written policies and procedures; invoices; cancelled checks; deposit slips; bank statements; payroll documents; wire requests; timesheets; memoranda; and correspondence. Customer shall, at all times during the term of this Agreement and for a period of seven years after the completion of this Agreement maintain such records, together with such supporting or underlying documents and materials. The Customer shall at any time requested by Bank, whether during or after completion of this Agreement, and at Customer's own expense make such records available for inspection and audit (including copies and extracts of records as required) by Bank. Such records shall be made available to Bank during normal business hours at the Customer's office or place of business and without prior notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for Bank.

ADDENDA

SCHEDULE A Authorization of Agreement

SCHEDULE B
Fees Schedule - Business Analysis Accounts

SCHEDULE C Formatting, Other Requirements

SCHEDULE D
Deadlines / Cut-off Times

SCHEDULE E
Authorization Agreement for Direct Deposits,
ACH Credits for Each Credited Account

SCHEDULE F
Authorization Agreement for
ACH Debits or Paper Drafts for Each Debited Account

SCHEDULE A Authorization of Agreement

By executing below, you agree that you have read the Agreement and on behalf of the Company agree to all terms as stated in the Agreement.

	Date
	Company Name _City of California City
	Customer/Authorized Signer
	Name
	Title
Bar	ak Use:
-	erations ministrator

SCHEDULE B ACH Fees Schedule Business Accounts

AUTOMATED CLEARING HOUSE (ACH) SIERRA PAPERLESS PAYMENT SYSTEM

Monthly Maintenance		
Sierra WebCash Manager	49.95	
Sierra WebCash Manager Plus	69.95	
Stop Payments		
Stop Payment Order	15.00	per order
Wire Fees		
Domestic Outgoing Wire	27.50	per wire
Foreign Outgoing Wire	50.00	per wire
Incoming Wire	15.00	per wire

SCHEDULE C Formatting

Customer shall transmit files in the NACHA Format, as no other format is currently available for automated entry processing. File transmission shall be completed using Bank approved methodology.

SCHEDULE D Cut-off Times

All funds requests for transmission are to be completed and sent to Bank not later than 5:00 PM two business days prior for credit entries, to the effective entry date and one business day prior for debit entries, to the effective entry date. For example, if the effective entry date were Friday, the file would be received by the Bank on Wednesday prior to 5:00 PM for credit entries to Receiver's accounts or Thursday prior to 5:00 PM for debit entries to Receiver's accounts.

Bank shall post transmission file on effective date, not later than 10:00 AM.

SCHEDULE E Authorization Agreement for Direct Deposits (ACH Credits)

to initiate ACH Credit deposits ("Credit Entries") to my deposit account ("Account") at my Financial Institution named below. This authorization is for the deposit of recurring payments you owe me
Institution named below. This authorization is for the deposit of recurring payments you owe me
directly into my Account. IN ORDER TO TERMINATE OR REVOKE THIS AUTHORIZATION, I
MUST NOTIFY YOU, THE ORIGINATING CUSTOMER, IN WRITING. So long as this
authorization has not been terminated or revoked, any Credit Entry originated by you under this
authorization shall be conclusively presumed to be properly authorized for deposit to my Account.
I understand that if my Account is closed, my Financial Institution cannot accept any Credit Entry and the entry will be refused. If this occurs, you will not be able to reprocess the Credit Entry without further written authorization from me.
I authorize my Financial Institution to accept these Credit Entries to my Account upon receipt and without advice to me.
My Financial Institution Name:
Street Address or Branch:
City, State, Zip: Routing Number:
Type of Account: Checking or Savings
My Deposit Account Number:
The Name(s) on the Account:
Authorized Credit Entries: You are authorized to originate Credit Entries to my Account to pay recurring amounts to me on the day and the day of the month (or the business day [preceding] [following] that day if that day is not a business day). The amount of these recurring payments may vary, however, no Credit Entry may exceed \$
Please send all notices and advice's to the address shown below my signature.
I hereby certify that I am an owner and authorized signer of the Account. I acknowledge receiving a copy of this authorization. You may supply a copy of this Authorization Agreement to my Financial Institution or to your bank upon request.
Date: s/
Address:

SCHEDULE F Authorization Agreement for ACH Debits or Paper Drafts

I authorize you,
to initiate ACH Debit or Paper Drafts ("Debit Entries") to my deposit account ("Account") at my
Financial Institution named below. This authorization is for the payment of recurring monthly amounts I owe you. IN ORDER TO TERMINATE OR REVOKE THIS AUTHORIZATION, I MUST
NOTIFY YOU, THE ORIGINATING CUSTOMER, IN WRITING. So long as this authorization has
not been terminated or revoked, any Debit Entry originated by you under this authorization shall be
conclusively presumed to be properly payable against my Account. I CAN STOP PAYMENT OF
ANY SINGLE DEBIT ENTRY BY NOTIFYING MY FINANCIAL INSTITUTION 3 DAYS
BEFORE MY DEPOSIT ACCOUNT IS CHARGED.
I understand that if there are insufficient funds in my Account when any authorized Debit Entry is
presented, my Financial Institution may, at its discretion, pay or refuse to pay the Debit Entry, and may
apply its usual returned check fees and charges. I also understand that if my Financial Institution
refuses to accept a Debit Entry for any reason, you will not reprocess it without further written reauthorization from me.
I authorize my Financial Institution to charge these Debit Entries to my Account upon receipt and
without advice to me.
My Financial Institution Name:
Street Address or Branch:
City, State, Zip:
Routing Number:
Type of Account: Checking or Savings
My Deposit Account Number:
The Name(s) on the Account:
Authorized Debit Entries: You are authorized to originate Debit Entries to my Account
to pay recurring amounts I owe on the day of the month (or the business day
[preceding] [following] that day if that day is not a business day). The amount of
these recurring payments may vary, however, no Debit Entry in any month may exceed
\$. Please send all notices and advice's to the address shown below my
signature.
I hereby certify that I am an owner and authorized signer of the Account. I acknowledge receiving a
copy of this authorization. You may supply a copy of this Authorization Agreement to my Financial
Institution or to your bank upon request.
Date: s/
Address:

SUCCESSOR AGENCY

January 12, 2016

City of California City

TO:

Members of the Successor Agency Board to the dissolved California

City Redevelopment Agency

FROM:

Tom Weil, Executive Director

SUBJECT: Adoption of the administrative budget for one year fiscal period July 1,

2016 - June 30, 2017. (ROPS 16-17)

Background

Health and Safety Code section 34177 requires the Successor Agency to prepare a proposed administrative budget and submit to the Oversight Board for approval.

Recommendation

Approve the administrative budget for the fiscal period commencing July 1, 2016, and ending June 30, 2017 for submittal to the Oversight Board. Attached Resolution is for information purposes only and will be presented to the Oversight Board for discussion/approval.

Finance Director has reviewed and approved

RESOLUTION NO.

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY APPROVING PROPOSED ADMINISTRATIVE BUDGETS FOR THE ROPS PERIOD 16-17 - JULY 1, 2016 – JUNE 30, 2017, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177;

RECITALS:

- A. Pursuant to Health and Safety Code section 34173(d), the City of California City is the Successor Agency to the Dissolved California City Redevelopment Agency.
- B. The Oversight Board is the Successor Agency's oversight board pursuant to Health and Safety Code section 34179(a); and
- C. Health and Safety Code section 34177 requires the Successor Agency to prepare a proposed administrative budget and submit to the Oversight Board for approval; and
- D. The Successor Agency has submitted the Administrative Budget to the Oversight Board; and

NOW, THEREFORE, THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

<u>Section1</u>. The above recitals are true and correct and are a substantive part of this Resolution.

<u>Section2</u>. The Board hereby approves the proposed administrative budget for the six-month fiscal period commencing July 1, 2016 and ending June 30, 2017 (ROPS 16-17) attached hereto as Exhibit "A" and incorporated herein by reference.

<u>Section 3.</u> Pursuant to Health and Safety Code section 34179(h), all actions taken by the Oversight Board may be reviewed by the State of California Department of Finance and therefore this Resolution shall not be effective for three (3) business days, pending a request for review by the State of California Department of Finance.

•	_	
PASSED AND ADOPTED this	_day of	, 2016, by the following vote:
AYES:		
NOES:		
ABSENT:		
ARSTAIN:		

ATTEST:	Chairman – Oversight Board
Denise Hilliker, Secretary / City Cle	erk
• •	regoing resolution was duly and regularly adopted by ssor Agency at the regular meeting thereof held on
Denise Hilliker, Secretary / City Cle	erk

EXHIBIT "A"

SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF CALIFORNIA CITY

ADMINISTRATIVE BUDGET 07/1/2016 -06/30/2017 - ROPS 16-17 - annual

Expenditure	Bud	get	
SALARY & BENEFITS			
Employees	\$	165,123.00	
Medicare	\$	2,073.00	
PERS		31,595.00	
Workers Comp	\$ \$ \$	2,615.00	
Unemployement Ins.	\$	599.00	
Sub-Total	\$	202,005.00	
OPERATING EXPENSES			
Audit Services	\$	8,000.00	
Supplies - Office/Utility	\$	10,000.00	
Debt. Service Admin.	\$	8,075.00	
Oversight Board Admin.	\$	-	
Sub-Total	\$	26,075.00	
Total for 6 month period			
July 1, 2016 - June 30, 2017	\$	228,080.00	

SUCCESSOR AGENCY

January 12, 2016

City of California City

TO: Members of the Successor Agency Board to the dissolved California

City Redevelopment Agency

FROM: Tom Weil, Executive Director

SUBJECT: Adoption of Recognized Obligation Payment Schedule (ROPS 16-17) for

the period July 1, 2016 - June 30, 2017.

Recommendation

Approve the Recognized Obligation Payment Schedule (ROPS 16-17) for the period July 1, 2016 through June 30, 2017 for submittal to the Oversight Board on at their next meeting.

Discussion

The Successor Agency is responsible for the continued payment of enforceable obligations of the dissolved California City Redevelopment Agency. The Successor Agency must prepare a ROPS, which sets forth the payment amounts and due dates of payments required under enforceable obligations for each six-month fiscal period. ROPS 16-17 requires Successor Agencies to submit both 16-17A & 16-17B together and will be referred to as "ROPS 16-17"

The Oversight Board is required to review and approve each ROPS. The State Department of Finance may review any Oversight Board action. Once the Oversight Board's approval of the ROPS is effective, the County Auditor-Controller will use the ROPS as the basis to provide funds to the Successor Agency to pay the enforceable Obligations of the former California City Redevelopment Agency. Successor Agencies are required to submit a projected ROPS every six months; however this ROPS will cover both 16-17 A and 16-17B for a twelve month period. Attached Resolution is for information purposes only and will be presented to the Oversight Board for discussion/approval.

Finance Director has reviewed and approved

SA2.

RESOL	LUTION	NO.	

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JULY 1, 2016 TO JUNE 30, 2017 PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(I)

RECITALS:

- A. The City Council of the City of California City (the "City") adopted Resolution No. 01-12-2449 on January 11, 2012, pursuant to Part 1.85 of the California Health and Safety Code electing for the City to serve as the successor agency for the City of California City Redevelopment Agency (the "Successor Agency") upon the dissolution of the California City Redevelopment Agency.
- B. The Oversight Board of the Successor Agency (the "Oversight Board") has been duly appointed and constituted pursuant to Section 34179 of part 1.85 of the California Health and Safety Code; and
- C. Health and Safety Code section 34177(1)(2) requires the Successor Agency to submit a Recognized Obligation Payment Schedule (ROPS) by February 1, 2016, listing outstanding obligations of the Agency to be performed by the Successor Agency during the time period from July 1, 2016 through June 30, 2017; and
- NOW, THEREFORE, THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CALIFORNIA CITY REDEVELOPMENT AGENCY HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:
- <u>Section1</u>. The above recitals are true and correct and are a substantive part of this Resolution.
- <u>Section2</u>. This Resolution is adopted pursuant to Health and Safety Code Section 34170.5.
- <u>Section 3.</u> The Oversight Board hereby approves and adopts the ROPS 16-17, as shown in Exhibit "A" pursuant to Health and Safety Code Section 34177.
- <u>Section 4.</u> The Secretary is hereby authorized and directed to file a certified copy of this Resolution with the County Auditor-Controller and the State Department of Finance.
- <u>Section 5.</u> Pursuant to Health and Safety Code Section 34179(h), all actions taken by the Oversight Board may be reviewed by the State of California Department of Finance, and therefore, this Resolution shall not be effective for three (3) business days, pending a requires for review by the State of California Department of Finance

PASSED AND ADOPTED this day	y of	, 2016
ATTEST:	Chair	
Secretary		

Recognized Obligation Payment Schedule (ROPS 16-17) - Summary Filed for the July 1, 2016 through June 30, 2017 Period

Successor Agency:	California City
County:	Kern

Currer	at Period Requested Funding for Enforceable Obligations (ROPS Detail)	16-	17A Total	16-	17B Total	ROPS 16-17 Total
A	Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):	\$	24,000	\$	24,000	
В	Bond Proceeds Funding		-		-	-
С	Reserve Balance Funding		-		-	-
D	Other Funding		24,000		24,000	48,000
E	Enforceable Obligations Funded with RPTTF Funding (F+G):	\$	664,682	\$	868,282	\$ 1,532,964
F	Non-Administrative Costs		539,682		743,282	1,282,964
G	Administrative Costs	***************************************	125,000		125,000	250,000
Н	Current Period Enforceable Obligations (A+E):	\$	688,682	\$	892,282	\$ 1,580,964

Certification of Oversight Board Chairman: oursuant to Section 34177 (o) of the Health and Safety code, I nereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name	Title
/s/	
Signature	Date

California City Recognized Obligation Payment Schedule (ROPS 16-17) - ROPS Detail

July 1, 2016 through June 30, 2017 (Report Amounts in Whole Dollars)

	(Report Amounts in Whole Dottars)																					
	8	c				a	н			×						a					v	
			<u>-</u> -	-				 	-	<u>-</u>		16-17A				<u> </u>	16-17B			720,340		
											Non-Redex	elopment Property T					Non-Redevelopment Property Tax Trust Fund			1.100000000000		
			Contract/Agreement	Contract/Agreement				Total Outstanding		ROPS 16-17		(Non-RPTTF) RPTTF			16-17A	(Non-RPTTF) Ri		TF	16-178			
item #	Project Nerne/Debt Obligation	Obligation Type	Execution Date	Terrimation Date	Payee	Description/Project Scope	Project Area	Debt or Obligation \$ 15,749,926	Retred	Total	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Total	Band Proceeds		Other Funds	Non-Admin	Admin	Total
	Detal Service Administration Faderel Court Stipulated Judgment	Fees	9/1/2000 7/1/1/983	9/1/2034 7/26/2036	U.S. Bank Celifornia City SDI Fund	Debt Service Administration fee Loses for public works project Seven		8 000	N	\$ 1,580,964 \$ 6,000	3 .	•	\$ 24,000	\$ 539,682 8,000	\$ 125,000	\$ 688,682 \$ 6,000	3	\$	\$ 24,000	1 743,262	\$ 125,000	\$ 897,282
000			The Property of	是能夠問題傳播	在他的时间,但是	Park I Comment of the			N						1.0					-0.5		
6	Federal Court Rigidated Judgment	Ligation	9/27/1993	7/26/2038	STATE OF THE RESIDENCE OF	Loan for commercial/housing project. Land (2)			N						50×15000						-	
,	Airport Industrial Development	Miscellaneous	11/6/2007	11/6/2022	Van Pray Living Trust	Land banking for industrial development		1,909,422	н	\$ 324,000			24,000	136,000		\$ 160,000			24,000	140,000		\$ 164,000
600000000	Hyundai Test Track Loan from Lowflind Housing Fund	OPA/DDA/Construction	2/3/2009 2/1/2010	2/6/2017 6/30/2015	Hatchi-HMA	Economic development auto test track Loan to fund SCRAF Payment		201 827	N N	\$ 213,000		400 ALCON SERVICE SERVICE		DOMESTIC AND DESCRIPTION	STEELE HER AND			MOSPIE CONTRACTOR CONTRACTOR	SK STOCKES CONSTITUTION OF STATE	213,000		\$ 213,000
10	Employees/Operating	Admin Costs	2/1/2012	7/26/2038	Damert Jade Corp. Staff/Operations	Annual Admin/Operations Successor		250,000	"	\$ 250,000					125,000	\$ 125,000					125,000	\$ 125,000
12 A	Burowstor Alperey Administration	CRy/County Loans After	1/16/2013	7726/2036	City of California City	Agency Promissory note: Ony sanding Successor Agency Admin (ROPS 13:			H (0.000									
		20 Park 10 P. 19			MANAGEMENT AND	14AL CONTROL OF STREET STREET											All the second			6 B. S.		
2000	Federal Court Slick/elect Judgment	2000年中央中国中国的	7/1/1963	7/29/2038	Celfornia City SOI Fund	Losn for public works project Sawar Plant (1)			٧				12/11/2014			4.465.475						444
16	Federal Court Stepskaled Alcoment	Leigmon	9/27/1993	7/30/2036	California City 801 Fund	Lean by commercial housing project. Land (2)		A	N	ton Tagen				Maria de Car								
0000017	Linen from Lovellod Housing Fund : Legal Services	SERAFÆRAF Legal	2/1/2010 2/19/2013	6/30/2015 7/26/2038	Desert Jede Corp. Jones & Mayer	Loen to fund SERAF Payment Legal Counsel Services			ESSENION I	\$ 50,000	Alexanders of the San	76.5 (6.5) (5.0)		25 000		\$ 25,000			STORY CONTRACTOR	25 000		\$ 25,000
19	2014 Tax Aflocation Bonds Kern County Superintendent of	Bonds Issued After 12/31/10	8/24/2014 9/1/2015	9/1/2034 7/28/2038	U S Bank Kern County	Bond Refinance		13,380,677	N					25.000 370.682		\$ 25,000 \$ 370,682				365,282		\$ 25,000 \$ 365,282
	Schools	Lingation	19772013	772072036	Superintendent of Schools	Pass-Thru Obligation			N N							-					i	
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California City Recognized Obligation Payment Schedule (ROPS 16-17) - Report of Cash Balances (Report Amounts in Whole Dollars)

A	В	С	D	E	F	G	н	1	
				Fund Sc					
		Bond P	roceeds	Reserve	Balance	Other	RPTTF		
	Cash Balance Information by ROPS Period	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11			Rent, grants, interest, etc.	Non-Admin and Admin	Comments	
201	PS 15-16A Actuals (07/01/15 - 12/31/15)								
	Beginning Available Cash Balance (Actual 07/01/15)						232,648	\$17,130 Cash Bal. Low/Mod DDR funds \$215,518	
2	Revenue/Income (Actual 12/31/15) RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015					24,000	966,593	Column G "Other" 24,000 Norm Hill Lease Agree	
3	Expenditures for ROPS 15-16A Enforceable Obligations (Actual 12/31/15)					24,000	835,995		
4	Retention of Available Cash Balance (Actual 12/31/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)					21,000	900,000		
5	ROPS 15-16A RPTTF Balances Remaining			No entry required			294,518	\$215,518 Settlment Agmt - DDR Low/Mod, \$50,0	
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ -	s -	\$ -	\$ -	\$ 68,728		
201	PS 15-16B Estimate (01/01/16 - 06/30/16)								
	Beginning Available Cash Balance (Actual 01/01/16) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	s -	s -	s -	s -	s -	\$ 363,246		
	Revenue/Income (Estimate 06/30/16) RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during January 2016						872,609		
9	Expenditures for ROPS 15-16B Enforceable Obligations (Estimate 06/30/16)						1,138,127		
10	Retention of Available Cash Balance (Estimate 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)								
11	Ending Estimated Available Cash Balance (7 + 8 - 9 -10)	s -	s -	s -	s -	s -	\$ 97,728		

California City Recognized Obligation Payment Schedule (ROPS 16-17) - Notes July 1, 2016 through June 30, 201											
Item #	Notes/Comments										
2	Report of cash balances: Column G "Other" \$24,000 revenue from Norm Hill Lease Agreement (\$4,000 per month)										
The second second second second											
5	Report of cash balances: \$215,518 Settlment Agmt - DDR Low/Mod, \$50,000 approx. Admin costs, \$29,000 Pass Thru Kern County Superintendent of Schools										

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City Council

Meeting Date: January 12th, 2016

TO: Mayor and Council

FROM: City Manager

Subject: American Solar Utility (ASU) Assignment

Background:

City and ASU entered into a Power Purchase Agreement dated as of August 19, 2014 (the "**PPA**") with respect to the solar energy generation project that would service the City facilities. The PPA was amended effective November 10, 2015 due to a new rate schedule being required by the PUC.

The City issued a Mitigated Negative Declaration for Conditional Use Permit 13-05, on November 4, 2014, pursuant to Resolution No. 11-14-2587 and that certain Conditional Use Permit (CUP) 13-05 on November 4, 2014, pursuant to Resolution No. 11-14-2588 (the "CUP").

GES Megaseven and ASU warrant that they are parties to a certain Asset Purchase Agreement dated December 8, 2015, as it may be amended from time to time (the "APA"), to transfer all of ASU's right, title, and interest in and related to the Project, including the PPA and the CUP, to GES Megaseven.

Concurrently with the approval of this Consent, (1) the City agreed to two "Property Rental Agreements" whereby the City subleased land from ASU; and (2) City and GES Megaseven agreed to an "Amendment #2 to the PPA" to add insurance requirements.

The Parties now wish to confirm City's consent to the assignment of the PPA and CUP to GES Megaseven, and to make various warranties.

Recommendation:

Council approve the attached "Consent to Assignment" for the PPA from ASU to GES Megaseven LLC, Amendment #2 to the PPA and authorize the City Manager to sign all related documents.

Financial Impact: None

Environmental Impact: None

(B).

CONSENT TO ASSIGNMENT

THIS CONSENT TO ASSIGNMENT (this "Consent") is made as of January 12, 2016 (the "Effective Date"), by and between the City of California City ("City"), American Solar Utility LLC, a California limited liability company ("ASU"), General Energy Solutions USA, Inc. ("GES USA"), a Nevada corporation, and GES Megaseven, LLC, a California limited liability company ("GES Megaseven"). Collectively, City, ASU, GES USA and GES Megaseven are referred to as the "Parties").

RECITALS

- A. City and ASU entered into that certain Power Purchase Agreement dated as of August 19, 2014 (the "PPA") with respect to the solar energy generation project contemplated under the PPA (the "Project"), and the PPA was amended effective November 10, 2015.
- B. The City issued that certain Mitigated Negative Declaration for Conditional Use Permit 13-05, issued by the City of California City on November 4, 2014, pursuant to Resolution No. 11-14-2587 and that certain Conditional Use Permit (CUP) 13-05 on November 4, 2014, pursuant to Resolution No. 11-14-2588 (the "CUP").
- C. GES Megaseven and ASU warrant that they are parties to a certain Asset Purchase Agreement dated December 8, 2015, as it may be amended from time to time (the "APA"), to transfer all of ASU's right, title, and interest in and related to the Project, including the PPA and the CUP, to GES Megaseven.
- D. Concurrently with the approval of this Consent, (1) the City agreed to two "Property Rental Agreements" (the "Rental Agreements") whereby the City subleased land from ASU; and (2) City and GES Megaseven agreed to an "Amendment #2 to the PPA" to add insurance requirements.
- E. The Parties now wish to confirm City's consent to the assignment of the PPA and CUP to GES Megaseven, and to make various warranties.
- NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

- 1. <u>Consent to Assignment</u>. The City hereby acknowledges and consents to the assignment of all right, title, and interest in, to and under the PPA and the CUP from ASU to GES Megaseven, provided it occurs on or before March 31, 2016.
- 2. <u>Acknowledgement of Assumption of Obligations</u>. GES Megaseven and ASU warrant that pursuant to the APA, GES Megaseven agrees to assume all of ASU's duties and

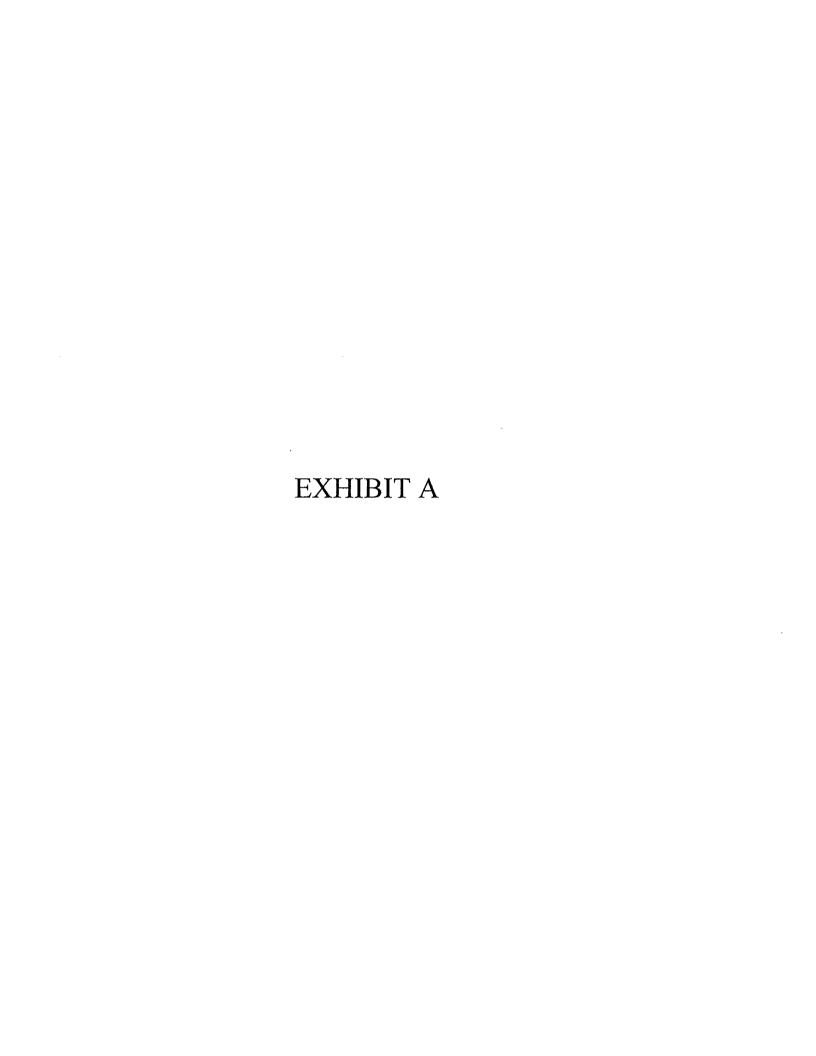
obligations under the PPA and CUP at the closing and agrees to pay, perform, discharge, as and when due, all of the obligations of ASU under the PPA and CUP as of the date of the closing.

- 3. <u>Confirmation of the Term of the CUP</u>. The City confirms that, pursuant to its Resolution No. 11-14-2588, the term of the CUP is a period of 20 years plus 90 days.
- 4. <u>City and ASU Representations and Warranties to GES Megaseven</u>. City and ASU each represent and warrant to GES Megaseven as of the Effective Date that (a) each of the PPA and CUP are in full force and effect, and (b) neither the City nor ASU is in default under the PPA and no facts or circumstances exist which, with the passage of time or the giving of notice or both, would entitle either City or ASU to terminate the PPA.
- 5. ASU and GES Representations and Warranties to City. ASU, GES USA and GES Megaseven each represent and warrant to City as of the Effective Date that (a) GES Megaseven has the full financial ability and intent to timely construct and professionally operate and maintain the Project; and (b) GES USA, as a parent company to GES Megaseven, has the full financial ability and intent that GES Megaseven will timely construct and professionally operate and maintain the Project.
- 6. <u>Transfer of Rental Agreements</u>. On or before January 31, 2016, ASU shall assign all legal and obligations in the Rental Agreements to GES Megaseven, and shall present to the City evidence satisfactory to the City establishing the same. The parties acknowledge that this requirement is, among other things, for the purpose of ensuring that the insurance required by section 28 of the PPA will cover the City.
- 7. Reliance Upon Exhibits. The Parties acknowledge that ASU and GES USA provided the documents attached as Exhibit A as a material inducement to City entering into this agreement and the City has relied upon those documents in determining to enter this agreement.
- 8. <u>Miscellaneous</u>. This Consent sets forth the entire agreement between the parties with respect to the subject matter hereof. This Consent may be executed in one or more counterparts with the same effect as if the signatures hereto and thereto were upon the same instrument. Signatures delivered by facsimile or by PDF shall have the same effect as original signatures. This Consent shall be governed and construed in accordance with the laws of the State of California without regard to its principles of conflict of laws.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the Party has caused this Consent to Assignment to be duly executed and delivered as of the Effective Date.

The City of California City
Ву:
Name:
Title:
American Solar Utility LLC
By:
Name:
Title:
GES Megaseven, LLC
By:
Name:
Title:
General Energy Solutions USA, Inc.
By:
Name:
Title:





701 West Kimberly Ave, Suite 220 Placentia, CA 92870 (657) 444-26904

December 29, 2015

Mr. Tom Weil, City Manager The City of California City 21000 Hacienda Boulevard California City, CA 93505

RE: Neuralia Road Solar Project in the City of California City (GES Megaseven)

Dear Mr. Weil:

General Energy Solutions USA, Inc. (GES USA), along with American Solar Utility (ASU), is pleased to partner with the City of California City to bring the 2.278MW DC/1.7MW AC solar project to fruition.

GES USA would like to take this opportunity to assure the City of California City of our competency to find the Neuralia Road Solar Project to successful operation. GES USA is wholly owned by General Energy Solutions, Inc. (GES), a Taiwanese corporation whose financial statements are attached as Appendix A.

Initially, GES manufactured quality, high efficiency solar PV modules for brands such as Panasonic, then gradually shifted to development and installation of solar projects in Taiwan, Japan, and worldwide. In 2013, GES USA was founded and has to date completed 40 MW of solar projects in the US, including the 25 MW IND Solar Farm at the Indianapolis International Airport, which is the world's largest solar farm at an airport. GES USA has an active pipeline of over 9 MW currently in construction and over 30 MW in development. Our goal in 2016 is to achieve 100MW, and we are pleased to include the Neuralia Road Solar Project in that goal.

With regards to the Neuralia Road Solar Project, GES USA fully owns GES Megaseven, LLC, the California business entity that will own the Neuralia Road Solar Project. GES Megaseven wishes to fund the project through an intercompany loan from GES USA.

Lastly, GES USA will provide the City of California City with proof of insurance coverage as an additional insured once ownership of the project has been fully transferred to GES Megaseven, which is anticipated by December 31, 2015.

Thank you for your assistance and please do not hesitate to contact me with any further questions.

Sincerely,

Jack Chen, Managing Director

General Energy Solutions USA, Inc.

jack chen@gesyw.com; (714) 797-3588



American Solar Utility LLC

1470 Civic Circle Suite #309 Concord, Ca 94520

In Re: American Solar Utility's Role in project moving forward

Mr. Weil:

American Solar Utility (ASU) is to participate in the project through the execution of a Procurement and Project Management agreement with the Engineering, Procurement, and Construction Contractor. General Energy Solutions (GES) is a uniquely experienced and qualified company in the financing, building, ownership, and operation of photovoltaic solar projects.

ASU is proud of the creation of a mutually beneficial relationship with the City of California City and is looking forward to working with GES and the City to continue that relationship and bring the system to commercial operation.

Best Regards,

A.J. Rumbaugh

ATREL

CFO

AMENDMENT #2 TO THE PPA

THIS AMENDMENT #2 TO THE PPA (this "Amendment") is made as of January 12th, 2016 (the "Effective Date"), by and between the City of California City ("City"), GES Megaseven LLC ("GES") (together the "Parties").

RECITALS

- A. City as Buyer, and American Solar Utility, LLC ("ASU") a California Limited Liability Company as Seller, entered into that certain Power Purchase Agreement dated as of August 19, 2014 (the "PPA") with respect to the solar energy generation project contemplated under the PPA (the "Project").
 - B. Effective November 10, 2015, the PPA was amended.
- C. Concurrent with the approval of this Amendment #2 to the PPA, the City, ASU, and GES, and General Energy Solutions USA, Inc. ("GES USA"), a Nevada Corporation, have entered into a Consent to Assignment whereby the signatories to that Consent to Assignment confirmed City's consent to the assignment of the PPA and Conditional Use Permit to GES.
- D. Simultaneous with today's Amendment #2 to the PPA, the City agreed to two "Property Rental Agreements" whereby the City subleased land from ASU.
- E. City and GES now desire to amend the PPA, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

- 1. <u>Terms</u>. All capitalized but undefined terms used herein shall have the same meaning as set forth in the PPA.
- 2. <u>Amendment to the PPA</u>. The Parties agree that the PPA is hereby amended as follows:
 - a. <u>Insurance</u>. The Parties hereby wish to insert the following as Section 28 of the PPA:

28. INSURANCE

As a material condition of this Agreement SELLER shall obtain and maintain for the Term of this Agreement, general liability insurance covering all actions contemplated under the PPA including actions taken relating to the Property Rental Agreements, and naming the City as an additional insured in an amount no less than \$1 million per occurrence and \$2 million in the aggregate. The insurance shall be issued by a company with an A.M. Best rating of not less than A minus (A-) unless specifically agreed to in writing by BUYER's Risk Manager or City Manager. SELLER shall provide City with sufficient certificates of insurance and endorsements to evidence maintenance of the required covereages. SELLER shall cause City to receive notice of any cancellation of insurance coverage within 30 days of any cancellation.

- 3. <u>No Other Changes</u>. Except as specifically set forth above, the PPA is not amended or modified in any way, and remains in full force and effect.
- 4. <u>Entire Agreement</u>. This Amendment sets forth the entire agreement between the parties with respect to the subject matter hereof.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each party has caused this Amendment and Consent to Assignment to be duly executed and delivered as of the Effective Date.

THE CITY OF CALIFORNIA CITY

ATTEST	By: Name: Title:
By: Name: Title: City Clerk	
APPROVED AS TO FORM	
By:	
	GES Megaseven LLC
	By: Name: Title:
	By: Name: Title:

City Council

Meeting Date: January 12th, 2016

TO: Mayor and Council

FROM: City Manager

Subject: The Citizens Vision 360: List of Goals

Background:

The Citizens Vision 360 Committee, City Council, and staff have completed their independent and joint reviews to establish the list of goals for the City of California City to achieve over the next five years. The list is to be considered a living document with a review conducted annually to measure progress as well as establish or realign goal priority.

Recommendation:

Council adopt the Vision 360 goals as presented.

Environmental Impact: None

A. Economic Opportunity

- 1. Provide marketing of the community. Lead Agencies: EDC & City Goal Completion 12 Mo.
 - Tourism, Residential, Medical Facilities, Commercial & Industrial Development
 - Examine and promote recreational capabilities of California City Lead Agencies:
 California City; Police Department, Parks & Recreation, Local Organizations Goal Completion 8-10 Mo.
 - a) Media Kits, Website, Brochures
 - 1. Available Commercial Property
 - 2. Available Industrial Property
 - 3. Available Aviation Related Property
 - b) Creation of Public Relations Position

B. Public Safety & Code Enforcement

- 1. Police Department:
 - Public Safety Programs Clean up the City Crime Project Implementation 6 Mo.
 - a) Nuisance Homes, Issuance of citations for non-compliance to property owners
 - b) Agreements with commercial property owners to address loitering
 - c) Changing the Muni Code on curfew violations; enhance maximum penalty if crime is committed during truancy; parental accountability
 - d) Increase of fines review of current fee schedule under public safety purview
 - Officer Protection Improvement
 - Vests, Tasers, Backup Patrol Vehicles, Staffing, K9s, Body Cameras, Networkability, External Agency communication, Access to Central Notification/Information database/s
- 2. Fire Department
 - Code Enforcement Review and update enforceable codes (Muni Code) Goal Completion 6 Mo.
 - Creation of dedicated complaint process; dedicated phone line, website, fillable forms, direct route to department via web/email.
 - Creation of Tenant & Landlord Services that Would Handle Education, Complaint & Conflict Resolution, Educational Programs for Property Managers
 - Active Abatement Program; ability to lien property
 - Education programs, surveys, public outreach; Facebook, Web, social media, possible neighborhood watch participation in identification of possible CE violations
 - Pursue Mutual aid agreement with EAFB & CDCR
 - Construct new fire station

C. Fiscal Stability

- Reduce Special Tax public workshops to address long term solutions for a more permanent funding solutions
- Alternative Source of Revenue/Hybrid Special Tax
 - a) Creation of Committee to Implement Ideas for an Alternative Revenue Source that Reports to Council
 - b) Possible Consideration of a "one bill per property owner" tax instead of tax per parcel.

D. Quality of Life

- Transportation planning that is energy efficient
- Community Clean-up programs, seek & apply for grant funding to offset costs
 - a) Identify problem areas create priority schedule Lead: Public Safety

E. Infrastructure

- 1. Improve Areas that Attract Visitors: Lead Agencies: City Contact Point, Public Works, EDC
 - Central Park
 - Pool House rebuild
 - Lake beautification, removal of cat tails, overgrown vegetation, install aeration, PH balance – return of water activities
 - Waterfall Improvement
 - Walkway repair/maintenance
 - Maintenance schedule

2. Improve our facilities

- Aggressively Address Aging Infrastructure
- Upgrade the Water transmission System to regulate system wide delivery pressure
- Improve well and pump sites; have at Least two Wells with Backup Power in the Event of Long Term Outage and other critical infrastructure
- Alternative methods in lieu of septic tanks, i.e. grinder systems that pump directly to the sewer system to reduce septic tank usage and saturation
- Roadway Repair & Replacement
- Regular maintenance (slurry and or chip seal) in-between grant funding availability to repair/replace
- Continue to seek & apply for federal & state funding to improve roads & streets as the funding becomes available
- Entertain new ideas; technology, materials etc.
- Improve Sewer Treatment Facility to Ensure Growth in both Private & Commercial Areas
- Alternative to Sewer Implementation
 - a) Placement of more Businesses and Residential Properties on Sewer
- Protect the City Aquifer Implementation/participation with external agencies(AVEK,

- MPUD, Cal. City & Stakeholders) for the IRWMP
- a) Apply for grant funding IRWMP, Basin Plan
- Implement Impact Fee Schedule to include water, sewer, roads, fire, curbs, gutters, parks, street lighting, drainage, traffic signals etc. – Goal 6 Mo. – Lead: City Management, Public Works, Fire & Police Departments
- Veterans Housing (Legends)
- · Focus on infill in the First Community

F. Land Use - Lead Planning Commission

- Infill housing is important but the selling of lost over 50 years has made it difficult for a builder to acquire multiple lots or create a subdivision
 - a) Infill Development Needed with Incentives
 - b) M zoning is in the wrong areas of town (M2 small lots and is located where the cost of utilities make impossible to service and M1 is on larger parcels close to utilities)
 - c) The best place for a shopping center is on the west end of town before the four lanes
 - d) turn to two but no utilities to support commercial use

G. Communication

- · Improve external communication;
 - a) Press Releases
 - b) Banners
 - c) Electronic Signs
 - d) Nixle, Etc.
- Everyone on the Council should do a tour of each department once a year

H. Personnel

- Invest in People
- Do background checks on all new employees
- Accountability
- Provide training and tools to advance and retain

CITY COUNCIL

12 January 2016

TO: Mayor and City Council

FROM: Rudy Hernandez, Finance Director

SUBJECT: Discussion and Review of Accounting Policies Manual.

BACKGROUND:

Attached for your review is the the proposed accounting policies manual as presented to the City Council on Tuesday December 22, 2015. Staff has updated the proposed accounting policies manual to reflect the input received from the City Council. At this point, staff is recommending that we continue to brainstorm the accounting policies manual and develop a document that reflects the input from the City Council, staff, and the general public.

For you review, I have also included a draft version of the budget process that was discussed at the last City Council meeting. Please note that the budget process document is not an accounting policy but rather a budget document that the Government Finance Officers Association (GFOA) recommends that it be included as part of your final adopted budget.

RECOMMENDATION

Staff recommends that the City Council discuss and review the proposed accounting policies manual and provide staff with direction regarding the development of the final accounting policies manual.

FISCAL IMPACT:

None.

ENVIRONMENTAL ACTION:

None.

ATTACHMENTS

Proposed Accounting Policies Manual Budget Process

B3.



Accounting Policies Manual

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Appendix – A Description of Authorized Investments and Restrictions

Maximum Maturities Internal Control and Review Performance Benchmark

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Reporting

INTRODUCTION

The following accounting manual is intended to provide an overview of the accounting policies and procedures applicable to the City of California City. Its purpose is to ensure that assets are safeguarded, financial statements are in conformity with generally accepted accounting principles, and that finances are managed with responsible stewardship. This manual is intended as well to formalize accounting policies and selected procedures for the accounting staff and to document internal controls.

The contents of this manual were approved as official policy of the City of California City by the City Council. All Finance employees from the City of California City are bound by the policies herein, and any deviation from established policy is prohibited.

ORGANIZATIONAL STRUCTURE

The Role of the City Council

City of California City is governed by its City Council. The City Council is responsible for the oversight of the organization by:

- 1. Planning for the future
- 2. Establishing broad policies
- 3. Identifying and proactively dealing with emerging issues
- 4. Interpreting the City's mission to the public
- 5. Appointing the City Manager, City Attorney and City Clerk

The roles of the City Manager and staff

The City Council is responsible for hiring and periodically evaluating the City Manager. The City Manager reports directly to the City Council and is responsible for the day-to-day oversight and management of the City of California City.

The City Manager is responsible for hiring and evaluating Department Directors each of the City's departments except the City Attorney, City Treasurer and City Clerk. Each Department Director reports to the City Manager. Within each Department, Department Directors are responsible for hiring, with approval from the City Manager, employees to work in that department. All employees within a department shall report directly to the Department's Director, who shall be responsible for managing and evaluating all employees within the department.

The Finance Director shall be the chief accounting officer of the City and shall have charge of the administration of the financial affairs of the City of California City, under the direction of the City Manager. The Department of Finance shall be under the direction of the City Finance Director.

Finance Department Responsibilities

The Finance Director is responsible for direction and oversight regarding the overall financial management of the City of California City.

Functions of the Finance Department include:

- 1. Preparation and review of the City's annual budget
- 2. Monitoring actual vs. budgeted financial performance
- 3. Long-term financial planning
- 4. Invest City funds and monitors performance

- 5. Oversight of reserve funds
- 6. Responsible for recommending the hiring of and communicating with an independent C PA firm to fulfill the requirement for an annual audit.
- 7. Prepares the final audited financial statements (CAAFR)
- 8. Responsible for payroll duties and responsibilities
- 9. Responsible for accounts payable duties and responsibilities
- 10. Responsible for business license maintenance, administration and control
- 11. Responsible for utility billing/cashiering maintenance, administration and control
- 12. Responsible for maintenance and control of Fixed Assets.

Organization

The finance department consists of eight permanent full time and two permanent part time temporary staff members that manage and process financial information for the City of California City. The positions comprising the Finance Department of the City of California City, and the titles of each position used throughout this manual, are as follows:

Rudy Hernandez
Jason Williams
Cindy Berry
Theresa Lucero
Serina Rodarte
Magdalena Arias
Lurline (Lee) Brackett
Sun-ok Akers

Responsibilities:

The primary responsibilities of the Finance Department consist of:

- General Ledger
- Budgeting
- Annual Audit
- Financial Statements Preparation
- Cash and Investment Management
- Grant Administration
- Purchasing
- Revenues
- Cash Receipts
- Accounts Payable
- Cash Disbursements
- Payroll
- Bank Reconciliation
- Cash Reconciliation
- External Reporting of Financial Information
- Compliance with Government Reporting Requirements

SECURITY

Finance Department

A lock will be maintained on the doors separating City staff administration offices and the lobby. This door shall be closed and locked during working hours. The key/combination to this lock will be provided to all finance department personnel. The combination of lock will be changed at the discretion of the Finance Director.

Cash received from customers shall be stored in a fireproof cabinet that is located inside the vault in the finance department. Blank check stocks (accounts payable/payroll), petty cash box, keys, and Dial-A-Ride tickets are also stored in the in finance vault. This vault will be closed and locked at all times.

Financial documents are stored in locked filing cabinet located in the finance department vault room.

Access to the finance department vault room requires a minimum of 2 employees. Each employee shall sign the Log Book Form - Safe Room Access Form (no exceptions).

Access to Electronically Stored Accounting Data

It is the policy of the City of California City to utilize passwords to restrict access to accounting software and data. Only duly authorized accounting personnel with data input responsibilities will be assigned passwords that allow access to the system.

Accounting personnel are expected to keep their passwords secret. Administration of passwords shall be performed by the Finance Director and IT department. Each password enables a user to gain access into the accounting software only to those menus necessary for each employee's required duties.

Storage of Back-Up Files

It is the policy of the City of California City and responsibility of the IT Department to maintain back-up copies of electronic data files offsite in a secure, fire-protected environment, back-up is performed in a daily basis. Access to back-up files shall be limited to individuals authorized by management.

Policy Title: Balance Budget Policy and Procedures
Policy: Accounting Policies and Procedures

1.00 Purpose

The purpose of this policy is to establish clear guidelines and procedures for adopting a balance budget.

1.01 Policy

This policy applies to all city employees and city council members who have been authorized to use city funds to conduct day-to-day business transactions.

1.02 General Provisions

- **1.02.01**The primary budget objective is to provide the highest possible level of service to the residents of California City without impairing the City's sound financial condition. Continual efforts will be made to improve productivity, lower costs and enhance services.
- 1.02.02 The City will prepare an annual budget document each fiscal year (July 1 to June 30) that provides a basic understanding of the City's planned spending for the coming fiscal year. Copies of the proposed and final budget will be made available to all interested parties and opportunities will be provided for public input prior to final adoption of the budget.
- 1.02.03 The budget will be based on generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board (GASB) and the interpretations contained in the Governmental Finance Officers Association publication Governmental Accounting, Auditing and Financial Reporting.
- **1.02.04** Laws and regulations limiting use of revenue sources must be explicitly addressed in the budget process.
- 1.02.05 The City's annual budget will be presented for each governmental and enterprise fund with a logical breakdown of programs and line-item detail. The budget document for each fund will also be presented for discussion and review by the City Council and the public. This document will focus on policy issues and will summarize expenditures at the personnel, operating and maintenance, project and capital improvement levels. Where practical, the City's annual budget will include standards of workload, efficiency and effectiveness.

Policy Title: Balance Budget Policy and Procedures **Policy:** Accounting Policies and Procedures

1.03 Balance Budget Provisions

1.03.01 When Revenues = Expenditures: When revenues equal expenditures, departments impacted by insufficient funding to support additional expenditures will be required to make adjustments to their budgets to accommodate available revenue. If, under limited conditions, expenditure needs are greater than availability of revenue and expenditures are critical to meeting the mission of the department, the department must submit a justification of the need. If Council, by 4/5th vote agrees that the expenditures are critical, Council will by a second 4/5th vote allow city reserve funds to be used.

- **1.03.02 General Fund Reserves:** Any general fund revenues that are surplus at the end of the fiscal year will remain in the general fund reserve in order to have access to funding for emergency or necessary city business. Use of these funds will always involve a 4/5th vote of council.
- 1.03.03 Special Revenue Funds: Special revenue funds are used to account for resources that are legally restricted for specific purposes (e.g. grants). Since the purpose of a special revenue fund is to demonstrate that restricted resources have been spent for their intended purposes, there is normally no need to maintain a budgetary cushion. In other words, use of reserves may be used to achieve its intended purposes.
- **1.03.04 Capital Projects Funds:** The main purpose of capital project funds is to track spending on major capital projects or equipment replacement. It is presumed that all of the fund resources eventually will be expended. Like special revenue funds, use of reserves may be used to achieve its intended purposes.
- **1.03.05 Debt Service Funds:** Debt service funds are used to account for the payment of principal and interest on long-term debt. Like special revenue and capital project funds, use of reserves may be used to achieve its intended purpose.

2.00 Purpose

To establish and clarify departmental procedures for utility billing services.

Assignment of Responsibility

- **2.01.01** The Finance Director will ensure that the appropriate measures are taken to ensure fair and courteous service to the residents of the City of California City.
- **2.01.02** The Finance Director is responsible for overseeing the implementation of the utility billing procedures including payment processing, water service account maintenance, water service request, billing and delinquent procedures and the handling of non-sufficient funds checks (NSF).
- **2.01.03** The Finance Director is responsible for insuring full compliance with the specifics of this policy.

Procedures

Opening and closing water accounts

- **2.02.01**To open a water account the customer must submit an application, along with a valid ID, social security number, and proof of ownership/lease agreement.
- **2.02.02** Under extenuating circumstances, the Finance Director or City Manager may allow time for proper documentation to be brought in.
- **2.02.03** If the applicant should fail to provide proper documentation needed to complete the water application within the next 48 hours, the water may be shut off the next business day.
- **2.03.04** The \$121.00 is due prior to the beginning of water service. \$71.00 dollars is deposit and \$50.00 is a non-refundable service fee, for all applicants to include renters and homeowners and agents.
- **2.03.05**The \$71.00 deposit stays on the account until the account is closed and then is applied to the final bill or refunded within thirty days.
- **2.03.06** If there is a balance due on the closing bill after \$71.00 deposit is applied, a final bill will be issued.

- **2.03.07**If there is a balance on the closing bill after the \$71.00 deposit is applied, a check will be issued to the customer within thirty (30) days after the closing date.
- 2.03.08 If customer has previous account(s) that are in collections, the city's collection agency will be contacted to verify amount(s) and full payment must be made prior to opening account or satisfactory arrangements made with us in house collections.
- **2.03.09** If there is a balance owed on the closed account, balance on the account must be paid in full before opening new water service. Under extenuating circumstances, the Finance Director or City Manager may allow customer to open account.
- **2.03.10** No applications will be processed after 4pm. Applications can be handed out and brought back the following business day.
- **2.04.11** Accounts that are closed and do not have a sign up will remain closed and locked.
- **2.04.12** If the account is closed by a customer, then the water service shall be disconnected at the time that the final reading is obtained and locked.
- 2.04.13 The service will remain in the owner's name until the owner closes the service, or until a new tenant signs up.
- **2.04.14** All service will stay disconnected until a new customer signs up and pays any applicable deposits and provides all documentations.
- **2.04.15** All Closed water service accounts that have a credit balance will be processed for a refund if the City has a forwarding address.

2.05 Water Billing

2.05.01The city reads the meters the first week of the month. Bills are prepared and mailed out approximately by the 20th of the month. The due date will be 19 days from mail out date of the following month. If the due date falls on a Holiday or weekend, the due date will be the following business day.

2.06 Collections

2.06.01 If payment is not received by the due date, the city will assess a late fee and send out a delinquent bill reminder letter.

- **2.06.02**. As a courtesy to our water customers, a penalty on a water account may be waived once every 12 months.
- 2.06.03 A customer who has a penalty on an account and has extenuating circumstances may request a fee waiver. The City Manager or Finance Director may waive the penalty. (Supporting documentation will be required.)
- 2.06.04 Delinquent bills are due 15 days from the due date, as indicated on the bill as well as on the reminder letter, and should be paid by phone, in person, or via the City's website before the delinquent due date. Account will be subject to termination if not paid within 15 days from delinquent date.
- **2.06.05** Each account that is in good standing may be granted an extension. The extension does not prevent the account from having a penalty assessment if applicable, but will prevent water service disconnection.
- 2.06.06 An extension has to be approved and the account holder must sign a promissory note by 4 PM the previous date before issuing a door hanger and an extension cannot be accepted by a phone call, voice mail or email.
- 2.06.07 An extension is denied for a new customer who has an account less than six (6) months old except for a special circumstance. A customer has to provide documents.
- **2.06.08** Each account can have a maximum of two (2) extensions per calendar year and an extension can be every six (6) months.
- 2.06.09 No account is allowed an extension on an extension.
- **2.06.10** If a payment is not received by the agreed-upon date (on promissory note) for the extension, a door hanger will be issued to request payment within 2 days and, if not paid, water service will be disconnected and the account will be subjected to a reconnection fee.

2.06.11 All accounts that have shown a repeated failure to satisfactorily make payment in a timely manner can have their extension privileges revoked by the City of California. "Extension Revocation" status will remain in effect until the Finance Director/City Manager authorizes the account to be released from the status.

2.07 Disconnection of Water Service

- **2.07.01** Accounts are subject to disconnection of water service if payment is not posted by 5 PM on the date indicated on the door hanger.
- **2.07.01.01** All outstanding charges, including the reconnection fee is due prior to the reinstatement of water service.
- 2.07.01.02 If customer comes in by 3 pm that business day, water service will be reinstated that same business day. If customer comes in after 3pm, water will be reinstated the next business day. If customer desires to have water service reinstated after 3pm, an after-hours fee will assessed.
- **2.07.02** All accounts with a delinquent balance of \$25.00 or more will receive a door hanger.
- **2.07.02.01** The Door Hanger shall state the amount due and the date in which it is to paid to avoid disconnection of service.
- **2.07.02.02** Utility accounts that receive a "Door Hanger" who do not post a payment by 5PM on the date given are subject to disconnection of service and a reconnection fee will be assessed.
- **2.07.03** Utility accounts with an outstanding balance of \$25.00 or less will not be turned off for non-payment and the balance due will be forwarded to the next bill.

2.08 Payment Processing

2.08.01 The City of California City accepts payment by cash, check, money order, credit card (Visa, MasterCard, American Express or Discover). Payment are accepted in person at the Cashier's window, in the night drop boxes, through the City's website, through the customer's bank bill- pay system, by telephone, or by mail.

Customer shall take full responsibility for ensuring payment arrives to city on time.

- **2.08.02** Payments received are processed and credited to the account on the same business day in which they are received.
- **2.08.03** Payments sent to other City departments for utility services cannot be guaranteed to be processed and credited to the customer's account on the same business day.
- 2.08.04 Payments received by City's website will be credited to the customer's account on the date in which the online transaction is completed unless the transaction was done after 8:00 p.m. Pacific Standard Time.
- **2.08.05** City reserves the right to deactivate the website at any time for maintenance purposes.
- **2.08.06** If payment is not made on-time, there will be a late fee charged to the account even if the customer does not receive their bill.
- 2.08.07 Payments received after 5:00 p.m. will be posted the following business day.
- **2.08.08** Customers may make check payments in the night drop box located in the parking lot behind California City City Hall at any time.
- **2.08.09** Payments are collected by Finance Department Employees from 8am to 5pm and are credited to the customer's utility account that same business day. Payments received after 5pm will be posted the following business day.

2.09 IV. Returned Checks

- 2.09.01 Non-Sufficient Funds (NSF) all returned checks will be penalized.
- First Time If a customer's check is returned due to insufficient funds or for any other reason, it shall be the policy of the city that the customer must pay by cash, money order or credit card over the next six (6) months. After this is requirement is met, the customer's check writing privileges will be reinstated.
- Second Time After the customer's privileges have been reinstated, if that same customer bounces a check within the next twelve (12) months, he/she must pay by

cash, money order or credit card over the next twelve (12) months. After this requirement is met, the customer's check writing privileges will be reinstated.

Third Time – After the customer's privileges have been reinstated, if that same customer bounces a check within the next twelve (12) months, he/she must pay by cash, money order, or credit card over the next twenty-four (24) months. After this requirement is met, the customer's check writing privileges will be reinstated.

After the Third Time – After the customer's privileges have been reinstated, if that same customer bounces a check within the six (6) months, check writing privileges will be suspended permanently.

2.10 Internal Controls

2.10.01 In order to strengthen our internal controls in our utility billing program, the following internal controls have been implemented.

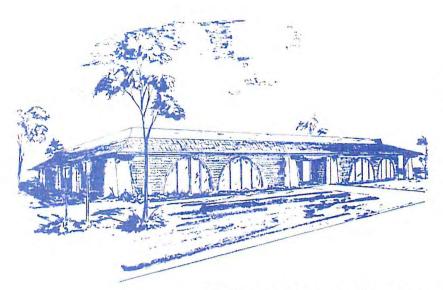
Examples of utility billing transactions that may require a utility billing adjustment:

- 1. Request to waive late charge penalty fee
- 2. Request to waive door hanger fee
- 3. Misposting of utility billing payment
- 4. Prorata utility bill (e.g. customer moves in during the middle of a billing cycle).
- 5. Adjust utility bill to reflect a low or high water read (high/low reads)
- 6. Adding or deleting utility billing charges (Billed wrong address)
- 7. Transfer utility water billing account balance from one account to another (e.g., customer moves into town, we discover that he/she owes the City for past due utility bill.
- 8. Other utility billing issues that mentioned above.
 - **Step One**: Finance staff member (Account Clerk) completes the attached utility billing adjustment form then signs it and gives it to finance director for approval. The utility billing adjustment form must have back up documentation supporting the request.

Step Two: After finance director approves and signs the utility billing adjustment form, he/she then submits the adjustment form to the utility billing clerk (Utility Billing Clerk III) for posting.

Step Three: After the utility billing clerk III receives the utility billing adjustment form, she/he will post the adjustment to the utility billing program within 5 days from receiving it or before the next billing cycle whichever come first. The finance director shall receive a copy of the utility billing adjustment form once it has been posted by the utility billing clerk III.

Incorporated 1965



City of California City

City Hall



PHONE (760) 373-8661

21000 HACIENDA BLVD. - CALIFORNIA CITY, CALIFORNIA 93505

Utility Billing Adjustment Request Form FINANCE USE ONLY

			Date	
Acct	#			
Name				
Addr				
Billing	g Adjustment requested			
		Amount		
0	Late Fee			
0 0	Reconnect Fee Door Hanger			
0	Other	\$ 0		
Desci	ription			
0	Approved			
0	Denied			
Requ	est form submitted by	× <u></u>	Date	
Finance Director Signature			Date	
Poste	ed by:	Date Posted		

Policy Title: Petty Cash Fund and Procedures

Policy : Accounting Policies And Procedures Manual

3.00 Purpose and Background

Petty cash funds provide an efficient and cost-effective way to make prompt payments for minor business expenses. Petty cash may be used for most authorized City expenses up to \$75 per transaction. Petty cash funds are established on an *impress* basis, which means at a fixed amount that is restored to its authorized level at frequent intervals by replenishing the cash in an amount equal to the expenditures. Subject to the terms and conditions of section 3 regarding establishing additional petty cash funds, the Finance Department shall maintain a petty cash fund for City use.

3.01 Expenditures of a Petty Cash Fund

Only those expenditures that a reasonable and prudent person would consider as having a public purpose, being for the benefit of the City and not personal in nature, will be allowed. Employees will use good judgment when expending public funds and will avoid any transaction that may appear inappropriate.

3.02 Maintaining a Petty Cash Fund

3.02.01 General Procedures

- The petty cash fund shall be accessible **only** to the Custodian or Alternate Custodian. The cash must be kept in a secure area such as a safe or a lockable drawer that must be kept locked at all times.
- Vouchers must be completed for all transactions in ink or by typing.
- The Department Head shall review all transactions for appropriateness of the expense and feasibility as a petty cash transaction prior to reimbursement by the custodian.
- The Custodian shall reconcile the petty cash fund each time it is replenished.
- Any discrepancies (i.e. shortages or overages) are the responsibility of the Custodian and should be reported on the reconciliation.
- The Finance Director must review and approve each reconciliation.
- Both the Finance Director and City Manager must approve any amount over the \$75 per transaction limit.

Policy Title: Petty Cash Fund

Policy: Accounting Policies And Procedures Manual

3.03 Using a Petty Cash Voucher

A petty cash voucher is used to record an expense and the reimbursement of that expense. The petty cash voucher, when completed, shall include all of the following information:

- Date, Payee and Amount
- Description and purpose of items purchased (if not listed on the vendor receipt)
- Signature and department of purchaser
- Account, fund, department ID, project numbers
- Signature of the Department Head for the purchase
- Original vendor receipt or invoice, attached, vendor must sign the petty cash voucher
- An original receipt or invoice from the vendor is required for reimbursement. The receipt or invoice shall include all of the following information:
- Vendor name and Date of purchase
- Items purchased (to be completed by purchaser if not on receipt)
- Quantity and price per item
- Sales Tax
- Total Price

3.04 Reimbursement After Purchase

Purchases must be approved by the Department Head before the goods are bought. For reimbursements, the Custodian shall:

- Obtain a vendor receipt from the purchaser and prepare the petty cash voucher.
- Ensure that the documentation (vendor receipt or petty cash voucher) clearly identifies the item(s) / service(s) purchased, the date, cost and purpose.
- Ensure that this was an appropriate purchase from the petty cash fund and that the material or service was actually received by the department.
- Obtain the Department Head's signature on the voucher authorizing the purchase.
- Obtain the purchaser's signature on the petty cash voucher before reimbursing the purchaser from the fund.
- Initial by the amount on the voucher to indicate that the money has been disbursed.

Policy Title: Petty Cash Fund

Policy: Accounting Policies And Procedures Manual

Personal loans, advances or IOU's

- Check-cashing service
- Employee or non-employee compensation for services rendered

3.07 Replenishing a Petty Cash Fund

To replenish a petty cash fund, the Custodian shall prepare a Request for Replenishment of Petty Cash (or equivalent Finance approved form) listing this information:

- Each completed petty cash voucher (date, payee and amount)
- Account numbers to be charged
- Amount of money requested (which will equal the receipts plus or minus adjustments)
- Amount of cash on hand
- Total of fund, which should equal the cash on hand, the amount of the petty cash vouchers including receipts, any replenishment requests in process and other adjustments
- Signatures of the Custodian and Finance Director.

Note: Tailoring, alterations and sewing of uniform items are not considered to be a petty cash purchase. Uniforms are planned expenditures and receipts or P.O.s must be established to cover these expenses.

3.08 Establishing, Increasing, or Decreasing a Petty Cash Fund

To establish, increase or decrease a petty cash fund the following procedures shall be followed:

- Send a request for opening a petty cash fund approved by the Department Head and City Manager to the Director of Finance. Include the name of the Custodian and the Alternate Custodian. Explain why the petty cash fund is necessary and the maximum amount requested for the fund. If approved, a check will be prepared to start the petty cash fund.
- Send a request for increasing or decreasing a petty cash fund approved by the
 Department Head and City Manager to the Director of Finance. Include the
 reasons for the increase or decrease. If the fund is to be decreased, excess funds

Policy Title: Petty Cash Fund

Policy: Accounting Policies And Procedures Manual

will be deposited in the bank. If the increase is approved, a check will be prepared to increase the petty cash fund.

• It is anticipated that one (1) petty cash fund will be used.

3.09 Terminating a Petty Cash Fund

To terminate a petty cash fund the following procedures shall be followed:

- Ensure all cash advances for purchases have been completed and reimbursed as appropriate.
- Prepare the final reconciliation of the petty cash fund and balance the fund.
- All discrepancies from the total amount of the petty cash fund must be explained in detail. All overages or shortages must be identified and discrepancies reported to the Finance Director and listed on the final replenishment request.
- Prepare a memorandum to the City Manager indicating that the fund is being closed out.

City of California City Petty Cash

Reimbursement Request

Date	Expla	nation	Acct. No.	Amount		
						
	A STATE OF THE STA					
Receipts must be attac	hed to support reimburse		MT. ADVANCED			
TOTAL EXPENDITURES						
		TOTAL RI	EIMURSEMENT			
I certify that the above is correct accounting of expenses incurred in the conduct of official City business.						
Date	Submitted By	Date	Supervisor Approval			

Finance Approval

Date

Policy : Accounting Policies and Procedures Manual

4.00 Purpose and Background

The City of California City strives to maintain efficient business practices and good cost control. A well-managed accounts payable function can assist in accomplishing this goal from the purchasing decision through payment and check reconciliation.

It is the policy of the City that the recording of assets or expenses and the related liability is performed by an employee independent of ordering and receiving. The amounts recorded are based on the vendor invoice for the related goods or services.

The Accounts Payable Section of the Finance Department of the City supports all City department needs by providing a timely and efficient manner to process payments in compliance with policies and procedures.

The primary objective for accounts payable and cash disbursements is to ensure that:

- 1. Disbursements are properly authorized.
- 2. All the required documentation is included
- 3. Invoices are processed in a timely manner.
- 4. Vendor credit terms and operating cash are managed for maximum benefits.

4.01 Procedures

- Accounts payable are processed on a daily basis. Information is entered into the Caselle system from approved invoices and the respective attached supporting documentation.
- New Vendor- It is necessary to set up a new vendor before entering a requisition into the Purchasing Caselle Module System, each City department must request the vendor to complete and mail in Internal Revenue Service (IRS) Form W-9. When the Department receives this form, the accounts payable staff person will enter the new vendor information into the accounting software. The Department will be able to create a requisition for a purchase order (PO) only after the vendor is set up in the system. The same process described above applies for individuals, companies and corporations.
- The IRS requires the City to obtain an individual's correct taxpayer's identification number or social security number (individuals) and certification that

Policy: Accounting Policies and Procedures Manual

the payee is not subject to backup withholding. To protect the City and to meet requirements for the IRS, individuals must complete the IRS W-9 to verify their information. This also would apply to individuals who receive payments for such items as: consulting fees, sale of goods, and other personal services. This list is not inclusive.

- Invoices- It is the policy of the City that only original invoices will be processed
 for payment unless duplicate copies have been verified as unpaid by researching
 the vendor records. Vendor statements should normally not be processed for
 payment.
 - a. If an original invoice is not provided, then a written explanation signed by a supervisor shall be required prior to payment.
 - b. If the invoice received does not have a PO, the account payable staff person will send the original invoice to the respective department for them to process the requisition. However, all purchases (except those meeting the exemption requirement) should first obtain a purchase order and should be processed through the Caselle requisition system.
 - c. Each department is responsible for verification of invoices for payment including the following items:
 - i. Comparison of quantity billed on the invoice with quantities listed on the purchase order or shown on the receiving documents.
 - ii. Comparison of prices, discounts, and terms with those specified on the purchase order.
 - iii. Proof of clerical accuracy of the invoice with respect to extensions, mathematical accuracy and deductions for discounts.

4.02 Preparation of an Accounts Payable Package (A/P package)

The vendor invoices should be reviewed and approved by a department director prior to being processed for payment.

All requests for payment to be submitted to finance shall include an A/P package. Each A/P package shall contain the following documents:

- a. Original invoice
 - i. If original invoice is not available (this should be the exception) <u>a written</u> <u>explanation signed by supervisor is required.</u>
- b. Packing Slip (where appropriate)

Policy: Accounting Policies and Procedures Manual

c. Purchase Order

i. All purchases (except those meeting the exemption requirement) require prior requisition through Caselle purchase order system.

- d. For travel reimbursement request a travel authorization form shall be signed by both the employee and the department director.
- e. For credit card payments signature of cardholder and director should be on the statement.
- f. Any other supporting documentation deemed appropriate.

All A/P packages must be approved by the department director. The approval indicates their acknowledgment of satisfactory receipt of those goods or services, agreement with all terms appearing on the vendor invoice, agreement with ledger account coding, and agreement to pay vendor in full.

4.03 Recording and Processing of Accounts Payable.

Information is entered into the system from approved and complete A/P packages. All valid accounts payable transactions, properly supported with the required documentation, shall be recorded as accounts payable in a timely manner.

All payment requests that are received, approved, and supported with proper documentation by Tuesday at noon shall be recorded as accounts payable for the week and will be paid on Friday of the same week.

a. <u>City departments should obtain their purchase order in a timely manner in order to reduce the number of last minute "emergency" requests.</u>

The following procedures shall be applied to each A/P package by the accounts payable staff person:

- a. Invoices and related general ledger account distribution codes are reviewed prior to posting to the accounting software.
- b. Check the mathematical accuracy of the vendor invoice.
- c. Compare the nature, quantity and prices of items ordered per the vendor invoice to the packing slip and receiving report if one is provided.
- d. Review the general ledger distribution (charged accounts).
- e. The Finance copy of the PO will be pulled out.
- f. Post all PO's requested for payment into the accounting software.

Policy : Accounting Policies and Procedures Manual

g. All A/P packages selected for payment shall be reviewed and approved by the Finance Director.

- h. The accounts payable report is matched to the check run.
- i. Print accounts payable checks on Thursday one week prior to the next city council meeting.
- j. After the accounts payable checks are processed the accounts payable run is posted to the accounts payable module in the City's financial system. The charges automatically post and are reflected in the general ledger.
- k. Checks will be mailed the next business day after city council approval of check warrant register with the exception of those that the department request to hold.
- 1. Checks copies will be attached to the A/P packages and all invoices included in the A/P package will be stamped "PAID". These completed A/P packages will then be filed.

The check register report or "Warrant Register" generated must be signed by the Finance Director.

4.04 Payment Discounts

To the extent practical, it is the policy of the City to take advantage of all prompt payment discounts offered by vendors. When availability of such discounts is noted, and all required documentation in support of payment is available, payment(s) will be scheduled so as to take full advantage of the discounts.

4.05 Employee Expense Reports

Reimbursements for travel expenses, business meals, or other approved costs will be made only upon the receipt of a properly approved and completed expense reimbursement form (see travel policy). All receipts must be attached, and a brief description of the business purpose of trip or meeting must be noted on the form. This form must be signed by both the director and the employee.

4.06 Manual Checks

In extremely rare situations a manual check may be written. To obtain a manual check requires the approval of the Director of Finance.

Policy: Accounting Policies and Procedures Manual

4.07 Void Checks

There are times when a check would need to be "voided" out of the system. In order for this process to occur a Void Check Authorization Form must be filled out and approved by the Director of Finance. The following information must be obtained:

- a. Check number
- b. Amount
- c. Date
- d. Payee
- e. Reason for void
- f. Stop payment required
- g. Check being reissued

Once approval from the Director of Finance is obtained, the void check process is posted in the financial system. A copy of the void check authorization form is given to the Accounts Payable staff person indicating the posting date on the void authorization form. Another copy is placed in that month's bank reconciliation binder.

At the end of the void check process, the following reports are reviewed and filed in the void check file within the bank reconciliation binder by the Accounts Payable staff Person (copy of void check authorization form, copy of accounts payable check, void check proof list).

4.08 Summary

This policy is in place to provide guidelines for the proper processing of accounts payable in a manner that will safeguard the assets of the City.

Policy Title: City Credit Card Use

Policy: Accounting Policies and Procedures

5.00 Purpose

The purpose of this policy is to establish clear guidelines and procedures for use of credit (charge) cards.

5.01 Policy

This policy applies to all City employees and city council members who have been authorized to use City credit cards and who are authorized in the future.

5.02 General Provisions

- 5.02.01 Prudent Person Rule- Expenses incurred on the City of California City credit cards should be consistent with the employee's job responsibility and the needs of the City and the resources budgeted. An employee is expected to exercise reasonable judgment, diligence, prudence, and care while incurring business expenses on a City credit card. City credit cards shall not be used for the convenience of the cardholder.
- **5.02.02** The City credit card shall be used for official City business only.
- **5.02.03** An authorized user may use the City credit card for limited business-related expenses provided the purchase is made within the City of California City Purchasing Policy guidelines.
- **5.02.04** When a City Council member or an employee travels on City business, he or she will use the city credit card to settle hotel, meal or transportation charges during business travel.
- **5.02.05** City credit cards shall not be used to pay for regular or recurring purchases unless such action results in a discounted payment. These purchases should be secured by a Contract, Purchase Order or a Request for Payment.
- **5.02.06** Employees must have prior written authorization from their Department Head to use a city credit card (see "Credit Card Request Form").

Policy Title: City Credit Card Use

Policy: Accounting Policies and Procedures

5.03 Administrative Responsibility

5.03.01 The Finance Department is responsible for monitoring City credit card use. A three-day advance notice is recommended to process a request for a City credit card.

- **5.03.02** With appropriate authorization and Department Head approval, credit cards may be "checked out" at the Finance Department. Use of Credit Card Request Form is required. Check-out procedure requires acknowledgement of credit card policy and employee signature.
- **5.03.03** When using a City credit card, the employee or City Council member must sign his/her name on the credit card voucher, <u>not</u> "City of California City".
- **5.03.04** Under no circumstances shall a cardholder split a transaction (separate a single purchase into numerous transactions).
- **5.03.05** Until the City credit card is checked in with the Finance Department, the employee is responsible for all charges made on the card.
- 5.03.06 Within five (5) business days of employee's purchase or return to work after business travel, the City credit card, accompanied by a travel "claim form" approved by the Department Head, and all credit card purchase receipts, must be returned to the Finance Department and checked-in.
- **5.03.07** In the event receipts are lost or destroyed, the City credit cardholder shall submit a memorandum in lieu of the receipt to their Department Head describing the purpose of the expenditures. This memorandum must be included with the "claim form", but does not guarantee approval.
- **5.03.08** Lost or stolen credit cards must be reported immediately to the Finance Department and to the card issuer using their 24-hour telephone number. A lost or stolen credit card must be reported to 1-800-344-5696.
- **5.03.09** In the event a cardholder leaves City service, the cardholder will submit, in writing to their Department Head, a final reconciliation or statement of outstanding credit card purchases prior to leaving City service. The Department

Policy Title: City Credit Card Use

Policy: Accounting Policies and Procedures

Head will contact the Finance Department for a recent list of transactions for use in final reconciliation.

- **5.03.10** The employee is advised and acknowledges understanding that inappropriate use of the credit card will lead to disciplinary action, up to and including possible immediate termination.
- **5.03.11** The employee shall not circumvent the credit card policy by using own personal credit card then request reimbursement from the City unless authorized by his/her supervisor prior to purchase (i.e. hotel, meals, transportation while on business travel).
- **5.03.12** Purchases made from employee's own personal credit card as allowed by credit card policy will be reimbursed from our accounts payable processing procedures. Employee must complete a justification form and attach to reimbursement claim form.
- **5.03.13** A credit card will be issued to fire, police and public works departments. Both departments agree to comply with all sections as stated in this credit card policy.

Policy Title: Fixed Assets Capitalization And Control Policy

Policy: Accounting Policies and Procedures Manual

6.00 Purpose and Background

The purpose of this policy is to ensure adequate control and appropriate use of City fixed assets. The procedures are intended to define fixed assets and to establish guidelines for budgeting, financial reporting, logging, inventorying, transferring, depreciating, and disposing of fixed assets.

6.01 Policy

It is the policy of the City of California City that fixed assets be used for appropriate City purposes and be properly accounted for. It is the responsibility of the Finance Department to ensure fixed assets will be inventoried on a periodic basis, and accounted for by fund and asset category. It is the responsibility of the Department Heads to ensure that proper budgeting and purchasing guidelines are followed and that fixed assets are adequately secured.

6.02 Objectives

The City of California City's fixed asset policy has two (2) objectives:

- Accounting and Financial Reporting- To accurately account for and report fixed assets to the City Council, external reporting agencies, granting agencies, and the public.
- 2. Safeguarding- To protect its fixed assets from loss or theft.

The Finance Department is responsible for, and has established, systems and procedures through which both objectives are met. The system and procedures are used to identify, process, control, track, and report City fixed assets.

6.03 Procedures

6.03.01 Capitalization Policy (Accounting and Financial Reporting)

In general, all fixed assets, including land, building, machinery and equipment, with an <u>acquisition cost of \$5,000</u> or more and a life of 5 years, will be subject to accounting and reporting (capitalization). All costs associated with the purchase or construction should be considered, including ancillary costs such as freight and transportation charges, site preparation expenditures, installation charges,

Policy Title: Fixed Assets Capitalization And Control Policy
Policy: Accounting Policies and Procedures Manual

professional fees, and legal costs directly attributable to asset acquisition. Specific capitalization requirements are described below.

- **6.03.02** The capitalization threshold is applied to individual units of fixed assets. For example, ten desks purchased through a single purchase order each costing \$1,000 will not qualify for capitalization even though the total cost of \$10,000 exceeds the threshold of \$5,000.
- 6.03.03 The capitalization threshold is applied to individual units of fixed assets. For example, a tractor purchased with several attachments will not be evaluated individually against the capitalization threshold. The entire equipment with components will be treated as a single fixed asset.
- **6.03.04** Repair is an expense that keeps the property in good working condition. The cost of the repair does not add to the value or prolong the life of the asset. All repair expenditures are charged to the appropriate department fund.
- 6.03.05 Software programs will be regarded as fixed assets subject to capitalization and the cost will be amortized over a useful life of 5 years. Costs associated with software maintenance and customer support are considered expenditures and will not be capitalized.
- **6.03.06** Improvements to existing fixed assets will be presumed to extend the useful life of the related fixed asset and, therefore, will be subject to capitalization only if the cost of improvement meets the \$5,000 threshold.
- **6.03.07** Capital projects will be capitalized as "construction in progress" until completed. Costs to be capitalized include direct costs, such as labor, materials, and transportation, indirect costs such as engineering and construction management, and ancillary costs such as construction period interest.
- 6.03.08 Additions and deletions to the fixed asset inventory records shall be made on a periodic basis. When fixed assets are sold or disposed of, the inventory of Fixed Assets should be relieved of the cost of the asset and the associated accumulated depreciation.
- **6.03.09** Department Heads will need to approve a Property Disposition report prior to transfer, auction or disposal of any fixed asset.

Policy Title: Fixed Assets Capitalization And Control Policy

Policy: Accounting Policies and Procedures Manual

6.04 Control Policy- (Safeguarding)

The Finance Department is responsible for establishing and maintaining systems and procedures to properly safeguard assets. However, Department Heads are responsible for protecting assets under their control from theft or loss. These assets are described as follows:

6.04.01 The acquisition of the fixed asset is equal to or greater than \$5,000.

6.04.02 An asset required to be controlled and separately reported pursuant to grant conditions and other operational or externally imposed. For example, a grant program that has funded the acquisition of a fixed asset may impose a requirement that the fixed asset be tracked and identified as a grant funded asset. The finance department shall be responsible for tracking the fixed asset as required by the grant program.

6.05 Depreciation

Depreciation is computed from the date the fixed asset is placed in service until the end of its useful life.

Depreciation method-straight line

Buildings	40 years
Improvements Other Than Buildings	30 years
Portable Shop Equipment	5 years
Field Equipment	5 years
Parks & Recreation Equipment	5 years
Safety Equipment	5 years
Heavy Mobile Equipment	15 years
Communication Equipment	5 years
Furniture & Fixtures	5 years
Computers	3 years
Computer Software	3 years
Vehicles	5 years
Trucks	5 years
Fire Fighting & Rescue Vehicles	15 years

Policy Title: Fixed Assets Capitalization And Control Policy

Policy: Accounting Policies and Procedures Manual

6.06 Disposal of Fixed Assets

6.06.01 The disposition of fixed assets shall be in accordance with city policy which states: All fixed assets purchased in excess of \$5,000 and capitalized will be declared surplus and removed from the fixed assets accounting records.

6.06.02 Prior to declaring any fixed assets as surplus, staff shall obtain the approval of the city council.

6.07 Inventory

6.07.01 Inventory will be contained in locked storage areas, where possible, and access to inventory will be limited to necessary staff.

6.07.02 Procedure

Materials and supplies:

- Paper supplies are recorded as expenses when purchased. Parts and materials for water, sewer, transit, streets, facilities, and parks are recorded as supplies expense.
- We have a locked storage area for pens, pencils, clips etc. When an item gets to the last box, we have a written list to inform the administrative assistant to reorder.
- All city employees are required to fill-out the inventory issue report whenever office supplies are taken from the office supply room. Such information will include inventory #, date received, fund-account # to be charged, quantity, material issued, department to be charged, and employee's signature.

Policy Title:

Annual Investment Policy

Policy Number:

Financial Management Policy 7

Sec. 7.00 Policy Statement

This policy is intended to provide guidelines for the prudent investment of the California City's (City) funds and outline the policies for maximizing the efficiency of the City's cash management system. The ultimate goal is to enhance the economic status of the City consistent with the prudent protection of the City's investments. This investment Policy has been prepared in conformance with all pertinent existing laws of the State of California including California Government Code Sections 53600, et seq.

Sec. 7.01 Scope

It is intended that this policy cover all funds and investment activities of the City. These funds are defined and detailed in the City's Annual Financial Statements and include any new funds created unless specifically excluded by City management and the City Council. The management of California City's bond issued proceeds is not included in this policy because they have unique investment objectives, time horizons, and legal requirements. Incorporated herein are **Appendices A and B**, "Description of Authorized Investments and Restrictions," and "Glossary of Cash Management Terms," respectively.

Sec. 7.02 Prudent Person Standard

The City operates its investment portfolio under the Prudent Investor Standard (California Government Code Section 53600.3) which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City."

Sec. 7.03 Investment Objectives

When investing, reinvesting, purchasing, acquiring, exchanging, selling or managing the City's funds, the primary objective is to safeguard the principal of the funds. The secondary objective is to meet the liquidity needs of the City. The third objective is to achieve a maximum return on invested funds. It is the policy of the City to invest public funds in a manner to obtain the highest yield obtainable with the maximum security while meeting the daily cash flow demands of the City as long as investments meet the criteria established by this policy for safety and liquidity and conform to all laws governing the investment of City funds.

7.03.01 Safety of Principal

Safety of principal is the foremost objective of the City. Each investment transaction shall

Policy Title: Annual Investment Policy **Policy Number:** Financial Management Policy 7

seek to first ensure that capital losses are avoided, whether they arise from securities defaults, institution default, broker-dealer default, or erosion of market value of securities. The City shall mitigate the risk to the principal of invested funds by limiting credit and interest rate risks. Credit Risk is the risk of loss due to the failure of a security's issuer or backer. Interest Rate risk is the risk that the market value of the City's portfolio will fall due to an increase in general interest rates.

A) Credit risk will be mitigated by:

- (1) Limiting investments to only the most creditworthy types of securities; and
- (2) Pre-qualifying a list of non-government issuers of securities with which the City will do business; and
- (3) Diversifying the investment portfolio so that the potential failure of any one issue or issuer will not place an undue financial burden on the City.
- (4) The City cannot invest any more than 5% maximum of the portfolio in any single issuer's bond debt, except U.S. Government, its agency or the State of California Local Agency Investment Fund and Kern County Investment Fund.

B) Interest rate risk will be mitigated by:

- (1) Structuring the City's portfolio so that securities mature to meet the City's cash requirements for ongoing obligations, thereby reducing the possible need to sell securities on the open market at a loss prior to their maturity to meet those requirements; and
- (2) Investing primarily in shorter-term securities as defined in "(b)" Liquidity.

7.03.02 Liquidity

Availability of sufficient cash to pay for current expenditures shall be maintained. An adequate percentage of the portfolio shall be maintained in liquid short-term securities, which can be converted to cash as necessary to meet disbursement requirements. Since cash requirements cannot always be anticipated, sufficient investments in securities with active secondary or resale markets shall be utilized. These securities will have a low sensitivity to market risk. The Local Agency Investment Fund (LAIF), Kern County Investment Fund (KCIF) and short-term money market securities shall also be used as liquid investments. The cash management system of the City shall be designed to accurately monitor and forecast expenditures and revenues to insure the investment of monies to the fullest extent possible.

7.03.03 Rates of Return

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Yield on investments shall be considered only after the basic requirements of safety and liquidity have been met. The investment portfolio shall be designed to attain a market average rate of return throughout economic cycles, taking into account the City's risk constraints, the composition and cash flow characteristics of the portfolio, and applicable laws.

Sec. 7.04 Delegation of Authority

The City Council hereby delegates management authority and responsibility for implementing the investment policy to the City Treasurer and Finance Director, who shall establish written procedures for the operation of the investment program consistent with this investment policy and the requirements of applicable laws. Such procedures shall include explicit delegation (by the City Council) of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Council. The City Treasurer and Finance Director shall be responsible for all transactions undertaken by the City's staff, and shall establish a system of controls to regulate the activities of internal staff and any external investment advisors.

All participants in the investment process shall act, as custodians of the public trust and all investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. All investment related activity shall be done in conformance with this policy and all applicable State and Federal laws and regulations.

7.04.01 Investment Deposits/Withdrawals

Investments deposits and withdrawals will primarily be made by the City Treasurer. In his/her absence, the City Finance Director, then the City Manager, in turn, will be responsible for deposits and withdrawals.

Sec. 7.05 Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officers shall disclose any financial interest in financial institutions that conduct business with the City, and they shall further disclose any personal financial/investment positions that could be related to the performance of the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales, and shall avoid transactions that might impair public confidence.

Sec. 7.06 Investment Advisory Committee

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The City Council may consider establishing an Investment Advisory Committee that will be responsible for overseeing the investment of City funds.

Sec. 7.07 Authorized Financial Dealers and Institutions

The City Treasurer and Finance Director shall establish and maintain a list of the financial institutions and broker/dealers authorized to provide investment and depository services to the City, shall perform an annual review of the financial condition and registrations of the qualified institutions, and require annual audited financial statements to be on file for each approved institution. The City shall send annually, or as updated, a copy of its current Investment Policy to all financial institutions and broker/dealers approved to do business with the City. Receipt of the Investment Policy including confirmation that it has been received and reviewed by the person(s) handling the City's account, shall be acknowledged in writing within thirty (30) days.

7.07.01 Depositories

In selecting depositories, the creditworthiness of institutions shall be considered and the City Treasurer and Finance Director shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history. Qualifications and minimum requirements for depositories shall be established by the City Treasurer and Finance Director, approved by the City Council and provided to any institution seeking to conduct business with the City. Banks and Savings and Loan Associations seeking to establish eligibility as a depository for the City's Collateralized Certificate of Deposits shall submit annually an audited financial statement, which shall be reviewed by the City Treasurer and Finance Director for compliance with the City's financial criteria.

Any institution meeting the City's required criteria will be eligible for placement of public deposits by the City, subject to approval by the City Treasurer and Finance Director. As deemed necessary by the City Treasurer and Finance Director, reviews of unaudited quarterly financial data for institutions on the City's approved list shall be made. Any institution falling below the City's established minimum criteria shall be removed from the approved list, no new deposits may be placed with that institution and all funds remaining shall be withdrawn as the deposits mature.

7.07.02 Brokers and Dealers

All brokers and dealers that desire to become qualified bidders for investment transactions with the City must respond to a "Broker Dealer Questionnaire" and submit related documents relative to eligibility. This includes a current audited financial statement, proof of state registration, proof of NASD registration and a certification they have received and reviewed the City's Investment Policy and agree to comply with the provisions outlined in the Investment Policy. The City Treasurer and Finance Director may establish any additional criteria deemed appropriate to evaluate and approve any financial services provider. The

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selection process for broker dealers shall be open to both "primary dealers" and "secondary/regional dealers" that qualify under Securities and Exchange Commission Rule 15c3-1 (Uniform Net Capital Rule). The provider must be experienced in institutional trading practices and be familiar with the California Government Code as it relates to investments by a public entity.

Sec. 7.08 Authorized and Suitable Investments

The City is provided a broad spectrum of eligible investments under California Government Code Sections 53600 - 53609 (authorized investments), 53630 - 53686 (deposits and collateral) and 16429.1 (Local City Investment Fund). The City may choose to restrict its permitted investments to a smaller list of securities that more closely fits the City's cash flow needs and requirements for liquidity. If a type of investment is added to the Government Code list, it shall not be added to the City's Authorized Investment List until this policy is amended and approved by the City Council. If a type of investment permitted by the City should be removed from the Government Code list, it shall be deemed concurrently removed from the City's Authorized Investment List, but existing holdings may be held until they mature.

Within the context of these California Government Code (CGC) limitations, the following investments are authorized:

See Appendix A

		ALLOWED BY STATUTE			AUTHORIZED BY CALIFORNIA CITY			
CGC Section	Investment Type	Maximum Maturity	Authorized Limit (%)	Required Rating	Maximum Maturity	Authorized Limit (%)	Minimum Required Rating	
53601(a)	Local City Bonds	5 Years	None	None	5 Years	50%	AA	
53601(b)	U.S. Treasury Obligations	5 Years	None	None	5 Years	100%	N/A	
53601(c)	State of California Obligations	5 Years	100%	None	5 Years	100%	AA	
53601(d)	California Local City Obligations	5 Years	None	None	5 Years	50%	AA	
53601(e)	U.S. Agencies	5 Years	None	None	5 Years	100%	AAA	
53601(f)	Bankers' Acceptances	180 Days	40%/30%	None	180 Days	40%	Α	
	·	•					A1/P1/F1	
53601(g)	Commercial Paper	270 Days	25% or 10%	A1/P1/F1	270 Days	25%	AA	
53601(h)	Negotiable Certificates of Deposit	5 Years	30%	None	5 Years	30%	N/A	
53601(i)	Repurchase Agreements	1 year	None	Various	1 Year	20%	None	
53601(i)	Reverse Repurchase Agreements	92 days	20% of base	A	92 Days	20% of Base	A	
53601(j)	Medium-Term Notes	5 Years	30%	A or $> (1)$	5 Years	30%	A or >	
53601(k)	Money Market Mutual Funds	N/A	20%	1	N/A	20%	N/A	
53601(m)	Collateralized Bank Deposits	5 Years	None	AA	5 Years	20%	AA	
53601(n)	Mortgage Pass-Through Securities	5 Years	20%	None	2 Years	20%	None	
53651	Time Deposits	5 Years	None	None	2 Years	20%	N/A	
16429.1	Local Agency Investment Fund (LAIF)	N/A	None	None	N/A	No Limit (2)	N/A	
	County Pooled Investment Funds							
53684	Non-Negotiable Certificates of Deposit	N/A	None	None	N/A	30%	N/A	
(3)		5 Years	100%	None	1 Year	20%	None	

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- (1) Highest ranking by 2 of 3 of the nationally recognized rating agencies, and retain an investment advisor who is registered with the SEC and has at least 5 years experience investing in securities authorized in Section 53601 and 53635 with assets in excess of \$500 million.
- (2) LAIF currently allows a maximum of \$40 million per account.
- (3) For non-negotiable certificates of deposit, bank deposits, and time deposits that exceed the insured maximum of \$100,000, approved collateral at the required percentage of market value will be obtained. (Government Code § 53651-53652).

The City of California City Portfolio at the time of investment will use a guideline of 5% limit per issuer. The exception will be U.S. Treasuries and U.S. Agencies.

Note: "Authorized Limits" refer to the percent of total amount of funds eligible for investment in a particular investment type.

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One purpose of this Investment Policy is to define what investments **are** permitted. If a type of security is not specifically authorized by this policy, it is <u>not</u> a permitted investment. Additionally, City assets shall not be invested in instruments whose maturities exceed five (5) years from the time of purchase without the express approval of the City Council.

See Appendix A for a more detailed descriptions and additional restrictions, if any, of the authorized investments listed above.

Sec. 7.09 Competitive Bidding

It is the City's policy to transact all U. S. Treasury securities purchases and sales through a formal and competitive process requiring the solicitation and evaluation of at least three bids/offers. The City will accept the offer, which provides (a) the highest rate of return and (b) optimizes the investment objectives of the overall portfolio. The purchase of securities other than U.S. Treasuries (corporate notes, agencies, mortgage-backed securities, etc.) will be executed differently. This is due to the lack of homogeneity among these products and their availability (or unavailability) in dealer inventories. Because of the individualized nature of these securities, it is generally not possible to get more than one offer on the same instrument. Therefore, when purchasing non-Treasury securities, the Investment Officer shall make a subjective evaluation regarding the relative attractiveness of various offers, taking into account maturity, credit ratings, structure and other factors that influence pricing. When selling a security, the City will select the bid that generates the highest sale price. It will be the responsibility of the personnel involved in each transaction to produce and retain written records, including the name of the financial institutions solicited, price/rate quoted, general description of the security, bid/offer selected, and any consideration that had an impact on the decision.

Sec. 7.10 Master Repurchase Agreement

The City may invest (Government Code Section 53601 (i) in overnight and term repurchase agreements with Primary Dealers of the Federal Reserve Bank of New York rated "A" or better by Moody's Investors Service or Standard & Poor's Corporation with which the City has entered into a Master Repurchase Agreement. This agreement will be modeled after the Public Securities Associations Master Repurchase Agreement.

All collateral used to secure this type of transaction is to be delivered to a third party prior to release of funds. The third party shall have an account in the name of the City of California City. The market value of securities used as collateral for repurchase agreements shall be monitored on a daily basis and shall not be permitted to fall below a minimum of 102% of the value of the repurchase agreement. Collateral shall not have maturities in excess of five (5) years. The right of substitution shall be granted, provided that permissible collateral is maintained.

In order to conform with the provisions of the Federal Bankruptcy Code that provides for the liquidation of securities held as collateral for repurchase agreements, the only securities deemed

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acceptable as collateral shall be securities that are direct obligations of and guaranteed by the U.S. Government, U.S Government Agencies or Government.

Sec. 7.11 Investment Pools

An investigation of any investment pool or money market mutual fund is required prior to investing and is to be performed on an ongoing basis. The investigation shall, at a minimum, obtain the following information:

- A description of interest calculations and how it is distributed, and how gains and losses are distributed.
- A description of how securities are safeguarded (including the settlement process) and how
 often the securities are "marked to market" and how often an audit is conducted.
- A description of who may invest in the program, how often, what size deposits and withdrawals are permitted.
- A schedule for receiving statements and portfolio listings.
- Does the pool/fund maintain a reserve or retain earnings or is all income after expenses distributed to participants?
- A fee schedule, which also discloses when and how fees are assessed.
- Determining if the pool or fund is eligible for bond proceeds and/or will it accept such proceeds.

The purpose of this investigation is to determine the suitability of a pool or fund in relation to the City's investment policy and evaluate the risk of placing funds with that pool or fund.

Sec. 7.12 Collateralization

Uninsured Time Deposits with banks and savings and loans shall be collateralized and monitored in the manner prescribed by state law for depositories accepting investment funds from public governmental entities.

Repurchase Agreements shall be collateralized in accordance with terms specified in the Master Repurchase Agreement. The valuation of collateral securing a Repurchase Agreement shall be verified and monitored on a daily basis to insure a minimum of 102% of the value of the transaction being held by the City's depository agent. All collateral used to secure this type of transaction is to be delivered to a third party prior to release of funds. The third party shall have an account in

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the name of the City of California City.

. Sec. 7.13 Safekeeping and Custody

All securities owned by the City shall be held in safekeeping by a third party bank trust department acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All securities shall be received and delivered using standard delivery versus payment (DVP) procedures. The third party bank trustee agreement must comply with Section 53608 of the California Government Code. No outside broker/dealer or advisor may have access to City funds; accounts or investments and any transfer of funds must be approved by the City Treasurer and Finance Director or his designee.

Sec. 7.14 Diversification and Risk

The City recognizes that investment risks could result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. To minimize the City's exposure to these types of risk, the portfolio should be diversified among several types of institutions, instruments and maturities. The City Treasurer and Finance Director shall minimize default risk by prudently selecting only instruments and institutions which at the time of placement have been evaluated for their financial viability and compliance with this policy. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. Risk shall also be managed by subscribing to a portfolio management philosophy that helps to control market and interest rate risk by matching investments with cash flow requirements. In the event of a default by a specific issuer, the City Treasurer and Finance Director shall evaluate the liquidation of securities having comparable credit risks. Diversification strategies shall be established and reviewed quarterly by the City Treasurer and Finance Director.

Sec. 7.15 Maximum Maturities

Every effort will be made to match investment maturities to cash flow needs. Matching maturities with cash flow dates will reduce the need to sell securities prior to maturity, thus reducing market risk. Unless matched to a specific requirement and approved by the City Council, no investment may be made with maturity greater than five (5) years. The weighted average final maturity of the City's portfolio shall at no time exceed two (2) years.

Sec. 7.16 Internal Control and Review

This Investment Policy shall be reviewed periodically by the City Treasurer and Finance Director as necessary and any recommended revisions shall be submitted as needed to the City Council in order to insure consistency and its relevance to current law, and financial and economic trends. The City Treasurer and Finance Director shall also submit this Investment Policy to the City

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Council for its review during the first quarter of each fiscal year.

In conjunction with the annual financial statement audit, the external auditors shall review the investments and general activities associated with the investment program to evaluate compliance with this Investment Policy.

Sec. 7.17 Performance Benchmark

California City investment strategy is (active). Given this strategy, the basis used by the Treasurer to determine whether market yields are being achieved shall be a 6-month US Treasury Bill.

Sec. 7.18 Reporting

The City Treasurer and Finance Director shall submit a quarterly investment report (Treasurer's Report) to the City Council. The report shall be submitted within 30 days of the end of each calendar quarter (unless a more frequent reporting period is chosen) and shall include information about the investment of all funds in the custody of the City. This report shall include all items listed in Section 53646(b) of the Government Code.

These reports will also include the following information about the investments of all funds:

7.18.01 Investment Report

- A. List of individual investments by type and issuer held at the end of reporting period.
- B. Dollar weighted yield to maturity of the City's investments.
- C. Maturity schedule by type, of each of the City's investments.
- D. Statement of compliance of the portfolio to the City's adopted Investment Policy or manner in which the portfolio is not in compliance.
- E. Quarterly statement denoting the ability to meet the City's scheduled expenditure requirements for the next three months.
- F. Market value, book value and par value of all investments.
- G. Rates of interest on investments and accrued interest earned on the portfolio.
- H. Quarterly Summary of the prevailing economic indicators and likely economic conditions for the next 90 days.
- I. Likely investments to be acquired during the next 90 days.

Sec. 7.19 Investment Policy Adoption

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The Investment Policy Guidelines of the City of California City shall be adopted by resolution of the City's legislative authority. The policy shall be reviewed at the beginning of each fiscal year, in July, by the City Council and any modifications made thereto must be approved by the City Council.

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Appendix - A <u>Description of Authorized Investments and Restrictions</u>

The following descriptions of authorized investments are included here to assist in the administration of this policy.

Local Agency Investment Fund (LAIF)

The Local Agency Investment Fund (LAIF) is a special fund in the California State Treasury created and governed pursuant to Government Code Sections 16429.1 *et seq.* This law permits the City, with the consent of the City Council, to remit money not required for the City's immediate need to the State Treasurer for deposit in this special fund for the *purpose* of investment. LAIF currently limits investments to \$40 million from any one City. Principal may be withdrawn on one days notice. The fees charged by LAIF are limited by Statute. (Legal Authority - Government Code Section 16429.1)

County Pooled Investment Funds

The County Pooled Investment Fund is a special fund authorized by Government Code Section 53684 that allows investment in investment pools run by different counties within California. This law permits the City, with the consent of the City Council, to remit money not required for the City's immediate need to county run investment pools for deposit in this special fund for the *purpose* of investment.

<u>Securities of the U.S. Government including U.S. Government Agencies and Instrumentalities</u>

These obligations can be classified either as "Treasuries" or "Agencies" (Legal Authority-Government Code Sections 53601(b) and 53635 (b)). Treasury securities are obligations of the United States Treasury backed by the "full faith and credit" of the Federal government and can be of three types: bills, notes, and bonds. There is no percentage limitation on the funds that can be invested in this category, however a five-year maturity limitation is applicable.

The City can invest in obligations issued by Federal Government agencies and Government Sponsored Enterprises (U.S. Instrumentalities) such as the Federal Farm Credit Bank (FFCB), the Federal Home Loan Bank (FHLB), the Federal National Mortgage Association (FNMA), and the Federal Home Loan Mortgage Corporation (FI-ILMC). Such securities are obligations of the agencies themselves, but there is also an implied guarantee by the United States Government. All such obligations qualify as legal instruments and are acceptable as security for City deposits. (Legal Authority - Government Code Sections 53601 (e))

Registered State Warrants or Treasury Notes or Bonds of the State of California

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These include bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, City, or authority of the state. (Legal Authority - Government Code Sections 53601 (c))

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Bonds, Notes, Warrants, or Other Evidences of Indebtedness of Any Local City within the State of California

These include bonds payable solely out of the revenues from a revenue-producing property owned, controlled or operated by a California local City, or by a department, board, City or authority of such a local City. (Legal Government Code Sections 53601 (d))

Bankers Acceptance

The City may invest in Bankers Acceptances limited *to* banks rated a minimum of "A" by Moody's Investors Service and Standard & Poor's Corporation. The maximum investment maturity will be restricted *to 180* days as per Government Code Section 53601(f). Maximum portfolio exposure will be limited *to* 40 percent. (Legal Authority-Government Code Sections 53601 (b))

Commercial Paper

Prime Commercial Paper with a maturity not exceeding 270 days from the date of purchase with the highest ranking or of the highest letter and numerical rating as provided for by the nationally recognized statistical-rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either A or B below:

- A. The entity shall (1) be organized and operating in the United States as a general corporation, (2) have total assets in *excess of* five hundred million dollars (\$500,000,000) and (3) have debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.
- B. The entity shall (1) be organized within the United States as a special purpose corporation, trust, or limited liability company, (2) have program wide credit enhancements, including, but not limited to, over collateralization, letter of credit or surety bonds and (3) have commercial paper that is rated "A-I" or higher, or the equivalent, by a NRSRO.

The City's aggregate investment in commercial paper shall not exceed 25% of the City's total portfolio. (Legal Authority - Government Code Sections 53601 (g))

Negotiable Certificates of Deposit

Investments are limited to deposits issued by a nationally or state-chartered bank or a state or federal association (Government Code Section 53601(h)) with a minimum rating of "'AA" as assigned by Moody's Investors Service and Standard and Poor's Corporation. Negotiable Certificates of Deposit shall not exceed 30 percent of the City's surplus money, which may be invested pursuant to this policy. As per section 53638 of the California Government Code, any

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deposit shall not exceed the total paid-up capital and surplus of any depository bank, nor shall the deposit exceed the total net worth of any institution. Maximum investment maturity is restricted to one year. Investments in Negotiable Certificates of Deposit prohibited by Government Code Section 53635 (h) shall not be made. (Legal Authority Government Code Section 53601 (h))

Time Certificates of Deposit

The City may invest in collateralized certificates of deposits issued by a state or nationally chartered bank, a state or federal association or a state or federal credit union (Government Code Sections 53601(h)). A written depository contract is required with all institutions that hold City deposits. Securities placed in a collateral pool must provide coverage for at least 110 percent of all deposits that are placed in the institution. Acceptable pooled collateral is governed by California Government Code Section 53651. Real estate mortgages are not considered acceptable collateral by the City, even though they are permitted in Government Code Section 53651(m). All banks are required to provide the City with a regular statement of pooled collateral. This report will state that they are meeting the 110 percent collateral rule (Government Code Section 53652(a)), a listing of all collateral with location and market value, plus an accountability of the total amount of deposits secured by the pool.

City funds shall be invested only in commercial banks and savings and loans rated "A" or better by Moody's or Standard and Poor's.

In the event that a bank does not meet the minimum ratings, a tri-party collateral arrangement may be substituted in lieu of a rating lower than "A". The third party institution must be acceptable to the City and have an account in the name of the City of California City. The market value of the collateral in the account must not fall below 110 percent of the value of the deposit(s) at any time. The securities in the account must conform to Government Code Section 53651 with the exception that real estate mortgages are not acceptable collateral. The City will maintain a first perfected security interest in the securities pledged against the deposit and shall have a contractual right to liquidation of pledged securities upon the bankruptcy, insolvency or other default of the counter party.

Deposits of up to \$100,000 are allowable in any institution that insures its deposits with the Federal Deposit Insurance Corporation, regardless of Moody's Investors Service or Standard and Poor's Corporation ratings. As per section 53638 of the California Government Code, any deposit shall not exceed the total paid-up capital and surplus of any depository bank, nor shall the deposit exceed the total net worth of any institution.

Maximum maturity is restricted to two (2) years. (Legal Authority - Government Code Sections 53651)

Repurchase Agreements

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A Repurchase Agreement is the purchase of a security pursuant to an agreement by which the counterparty will deliver the underlying security by book entry, physical delivery or by a third party custodial agreement. Repurchase Agreements shall have a maximum maturity of one year and shall not exceed 20 percent of the City's funds. The collateralization level for Repurchase Agreements shall be a minimum of 102 percent of the market value of the principal and accrued interest. The right of substitution will be granted provided that permissible collateral is maintained. In order to conform with the provisions of the Federal Bankruptcy Code that provides for the liquidation of securities held collateral for Repurchase Agreements, the only securities acceptable as collateral shall be securities that are direct obligations of and guaranteed by the United States Government, its Agencies or U.S. Instrumentalities with a maximum maturity of five (5) years. The City shall maintain a first perfected security interest in the securities subject to the Repurchase Agreement and shall have a contractual right to the liquidation of purchased securities upon the bankruptcy, insolvency or other default of the counter party. Repurchase Agreements may only be made with banks and primary dealers with which the City has entered into a Master Repurchase Agreement modeled after the Public Securities Associations' Master Repurchase Agreement. In all other respects, Repurchase Agreements shall conform to the restrictions set forth in Government Code Sections 53601 (i). (Legal Authority - Government Code Sections 53601 (i))

Medium Term Notes

Medium-term notes are obligations of a domestic corporation or depository institution having a rating of "A" or better by a nationally recognized rating service. Purchase of medium-term notes shall not have maturity in excess of five (5) years. (Legal Authority-Government Code Sections 53601(j))

Money Market Mutual Funds

Mutual funds qualifying for City investment must restrict their portfolios to issues approved by the same state investment statute that defines investment alternatives for cities. Additionally these mutual funds must adhere to Federal statutes regarding the size of the mutual fund and its safety, must attain the highest ranking of two of the three largest rating services and must retain an investment advisor registered with the Securities and Exchange Commission with not less than five (5) years experience investing assets of at least five hundred million dollars (\$500,000,000). The mutual funds must invest solely in investments, which the City itself could legally purchase. Investments in mutual funds shall not exceed 20 percent of the City's surplus fund. (Legal Authority-Government Code Section 53601(k))

Passbook Deposits

As authorized by Government Code Section 53637.

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Appendix B Glossary of Cash Management Terms

Accrued Interest - Interest earned but not yet received.

Active Deposits - Funds which are immediately required for disbursement.

Amortization - An accounting practice of gradually decreasing (increasing) an asset's book value by spreading its depreciation (accretion) over a period of time.

Arbitrage - Transactions by which securities are bought and sold in different markets at the same time for the sake of the profit arising from a yield difference in the two markets.

Asked Price - The price a broker dealer offers to sell securities.

Average Life - The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund features is expected to be outstanding.

Bankers Acceptance - A high quality, short-term money market instrument used to finance international trade. There has never been an instance of a failure to pay a banker's acceptance in full at its maturity date.

Basis Point - One basis point is one hundredth of one percent (.01).

Bid Price - The price a broker dealer offers to purchase securities.

Bond - A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Book Entry - The system maintained by the Federal Reserve, by which most money market securities are delivered to an investor's custodial bank. The Federal Reserve maintains a computerized record of the ownership of these securities and records any changes in ownership corresponding to payments made over the Federal Reserve wire (delivery versus payment).

Book Value - The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium or accretion of discount.

Broker - Someone who brings buyers and sellers together and is compensated for his/her service.

Callable Bond - A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

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Call Price - The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

Call Risk - The risk to a bondholder that a bond may be redeemed prior to maturity.

Cash Sale/Purchase - A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

Certificate of Deposit - Commonly known as "CD's." A deposit of funds for a specified period of time that earns interest at a specified rate. Maturities range from a few weeks to several years. Interest rates are set by the competitive market place.

Collateral - Securities, evidence of deposit or pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposit of public moneys.

Commercial Paper - Short-term, negotiable unsecured promissory notes of corporations.

Comprehensive Annual Financial Report (CAFR) - The official annual financial report for the City. It includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP).

Convexity - A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Coupon - The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

Credit Analysis - A critical review and appraisal of the economic and financial conditions or of the ability to meet debt obligations.

Current Yield - The interest paid on an investment expressed as a percentage of the current price of the security.

Custodian - A bank or other financial institution that keeps custody of stock certificates and other assets.

Defeased Bond Issue - Issues that have sufficient money to retire outstanding debt when due so that the City is released from the contracts and covenants in the bond document.

Delivery vs. Payment (DVP) - Delivery of securities with a simultaneous exchange of money for

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the securities.

Derivative - Securities that are based on, or derived from, some underlying asset, reference date, or index.

Discount - The difference between the cost of a security and its value at maturity when quoted at lower than face value.

Diversification - Dividing investment funds among a variety of securities offering independent returns and risk profiles.

Duration - A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Fair Value - The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Fannie Mae - Trade name for the Federal National Mortgage Association (FNMA), a U.S. sponsored corporation.

Fed Wire - A wire transmission service established by the Federal Reserve Bank to facilitate the transfer of funds through debits and credits of funds between participants within the Fed system.

Federal Deposit Insurance Corporation (FDIC) - Insurance provided to customers of a subscribing bank, which guarantees deposits to a set limit (currently \$100,000) per account.

Federal Reserve System - The central bank of the U.S. which consists of a seven member Board of Governors, 12 regional banks and 5,700 commercial banks that are members.

Freddie Mac - Trade name for the Federal Home Loan Mortgage Corporation (FHLMC), a U.S. sponsored corporation.

Ginnie Mae - Trade name for the Government National Mortgage Association (GNMA), a direct obligation bearing the full faith and credit of the U.S. Government.

Government Accounting Standards Board (GASB) - A standard-setting body, associated with the Financial Accounting Foundation, which prescribes standard accounting practices for governmental units.

Government Securities - An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

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Guaranteed Investment Contracts (GICS) - An agreement acknowledging receipt of funds, for deposit, specifying terms for withdrawal, and guaranteeing a rate of interest to be paid.

Inactive Deposits (Idle Funds) - Funds not immediately needed for disbursement.

Interest Rate - The annual yield earned on an investment, expressed as a percentage.

Interest Rate Risk - The risk associated with declines or rises in interest rates, which cause an investment in a fixed-income security to increase or decrease in value.

Inverted Yield Curve - A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

Investment Agreements - An agreement with a financial institution to borrow public funds subject to certain negotiated terms and conditions concerning collateral, liquidity and interest rates.

Investment Company Act of 1940 - Federal legislation which sets the standards by which investment companies such as mutual funds are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Policy - A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

Investment-grade Obligations - An investment instrument suitable for purchase by institutional investors under the independent person rule. Investment-grade is restricted to those obligations rated BBB or higher by a rating City.

Lehman 1 - 3 Year Government Index - Represents all U.S. Treasury securities with maturities ranging from 1-3 years.

Liquidity - An asset that can easily and rapidly be converted into cash without significant loss of value.

Local Agency - county, city, city and county, including a chartered city or county, a community college district, or other public agency or corporation in this state.

Local City Investment Fund (LAIF) - A pooled investment vehicle for local agencies in California sponsored by the State of California and administered by the State Treasurer.

Local City Investment Pool - A pooled investment vehicle sponsored by a local City or a group of local agencies for use by other local agencies.

Policy Title:

Annual Investment Policy

Policy Number:

Financial Management Policy 7

Mark-to-Market - The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Risk - The risk that the value of a security will rise or decline as a result of changes in market conditions.

Market Value - Current market price of a security. The price at which a security is trading and could presumably be purchased or sold.

Maturity - The date upon which the principal or stated value of an investment becomes due and payable.

Modified Duration - A measure of exposure to market risk of a security or a portfolio. It is the percent change in the price of a security (portfolio) or a 100 basis point change in the securities' (portfolio's) yield.

Moody's - Moody's Investment Service, Inc. One of the three best-known rating agencies in the United States, the others being Standard and Poor's Corporation (S&P) and Fitch IBCA, Inc. (Fitch).

Money Market Mutual Fund - Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

Mutual Funds - An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by the following Securities and Exchange Commission (SEC) disclosure guidelines:

- 1. Report standardized performance calculations.
- Disseminate timely and accurate information regarding the fund's holdings, performance, and management, and general investment policy.
- 3. Have the fund's investment policies and activities supervised by a board of trustees, which are independent of the adviser, administrator or other vendor of the fund.
- 4. Maintain the daily liquidity of the fund's shares.
- 5. Value their portfolios on a daily basis.
- 6. Have all individuals who sell SEC-registered products licensed with a self-regulating organization (SRO) such as the National Association of Securities Dealers (NASD).
- Have an investment policy governed by a prospectus, which is updated and filed by the SEC annually.

Annual Investment Policy Financial Management Policy 7

National Association of Securities Dealers (NASD) - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Net Asset Value - The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets, which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below) [(Total assets) - (Liabilities)]/ (Number of shares outstanding)

Negotiable Certificate of Deposit - A large denomination certificate of deposit, which can be sold in the open market prior to maturity.

New Issue - Term used when a. security is originally "brought" to market.

Nominal Yield - The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the "coupon," "coupon rate," or "interest rate."

New Issue - Term used when a security is originally "brought" to market.

No Load Fund - A mutual fund, which does not levy a sales, charge on the purchase of its shares.

Note - A written promise to pay a specified amount to a certain entity on demand or on a specified date.

Par Value - The amount of principal, which must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in \$1,000 increments per bond.

Perfected Delivery - Refers to an investment where the actual security or collateral is held by an independent third party representing the purchasing entity.

Portfolio - Combined holding of more than one stock, bond, commodity, real estate investment, cash equivalent, or other asset. The purpose of a portfolio is to reduce risk by diversification.

Positive Yield Curve - A chart formation that illustrates short-term securities having lower yields than long-term securities.

Premium - The amount by which the price paid for a security exceeds the security's par value.

Primary Dealer - A group of government securities dealers that submit daily reports of market activity and security positions held to the Federal Reserve Bank of New York and are subject to its informal oversight.

Prime Rate - A preferred interest rate charged by commercial banks to their most credit worthy

Policy Title: Annual Investment Policy

Policy Number: Financial Management Policy 7

customers. Many interest rates are keyed to this rate.

Principal - The face value or par value of a debt instrument, or the amount of capital invested in a given security.

Prospectus - A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC that typically includes information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements also known as an "official statement".

Prudent Investor Standard aka as Prudent person Rule - A standard of conduct where a person acts with care, skill, prudence, and diligence when investing, reinvesting, purchasing, acquiring, exchanging, selling and managing funds. The test of whether the standard is being met is if a prudent person acting in a similar situation would engage in similar conduct to ensure that investments safeguard principal and maintain liquidity.

Purchase Date - The date in which a security is purchased for settlement on that or a later date.

Rate of Return - The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (REPO) - A transaction where the seller agrees *to* buy back from the buyer (City) the securities at an agreed upon price on demand *or* at a specified date.

Reverse Repurchase Agreement (REVERSE REPO) - A transaction where the seller (City) agrees to buy back from the buyer the securities at an agreed upon price on demand or at a specified date.

Risk - Degree of uncertainty of return on an asset.

Rule 2a-7 of the Investment Company Act - Applies to all money market mutual funds and mandates such funds <:0 maintain certain standards, including a 13-month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar (\$1.00).

Rule G-37 of the Securities Rulemaking Board - Federal regulations to sever any connection between the making of political contributions and the awarding of municipal securities business.

Safekeeping - Holding of assets (e.g., securities) by a financial institution.

Safekeeping Service - Offers storage and protection *of* assets provided by an institution serving as an agent.

Annual Investment Policy Financial Management Policy 7

Sallie Mae - Trade name for the Student Loan Marketing Association (SLMA), a U.S. sponsored corporation.

Secondary Market - A market made for the purchase and sale *of* outstanding issues following the initial distribution.

Securities and Exchange Commission (SEC) - The federal City responsible for supervising and regulating the securities industry.

Settlement Date - The date on which a trade is cleared by delivery *of* securities against funds.

Serial Bond - A bond issue, usually *of* a municipality, with various maturity dates scheduled at regular intervals until the entire issue is retired.

Sinking Fund - Money, accumulated on a regular basis in a separate custodial account that is used to redeem debt securities or preferred stock issues.

Standard and Poor's Corporation (S&P) - One *of* the three best *known* rating agencies in the United States, the others being Moody's Investment Service, Inc. and Fitch IBCA, Inc. (Fitch).

Swap - Trading one asset for another.

Tax and Revenue Anticipation Notes (TRANS) - Notes issued in anticipation of receiving tax proceeds or other revenues at a future date.

Term Bond - Bonds comprising a large part or all of a particular issue, which come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

Time Certificate of Deposit - A non-negotiable certificate of deposit, which cannot be sold prior to maturity.

Total Return - The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period. (Price Appreciation) + (Dividends paid) + (Capital gains) = Total Return.

Treasury Bills - U.S. Treasury Bills which are short-term, direct obligations of the U.S. Government

issued with original maturities of 13 weeks, 26 weeks and 52 weeks; sold in minimum amounts of \$10,000 in multiples of \$5,000 above the minimum. Issued in book entry form only. T-bills are sold

on a discount basis.

Annual Investment Policy Financial Management Policy 7

Trustee or trust company or trust department of a bank - A financial institution with trust powers which acts in a fiduciary capacity for the benefit of the bondholders in enforcing the terms of the bond contract.

Underwriter - A dealer which purchases a new issue of municipal securities for resale.

U.S. Government Agencies - Instruments issued by various U.S. Government Agencies most of which are secured only by the credit worthiness of the particular City.

U.S. Treasury Obligations - Debt obligations of the United States Government sold by the Treasury Department in the form of Bills, Notes, and Bonds. Bills are short-term obligations that mature in one year or less and are sold on the basis of a rate of discount. Notes are obligations, which mature between one (1) year and ten (10) years. Bonds are long-term obligations, which generally mature in ten (10) years or more.

Weighted Average Maturity (WAM) - The average maturity of all the securities that comprise a portfolio that is typically expressed in days or years.

Yield - The rate of annual income return on an investment, expressed as a percentage. It is obtained by dividing the current dollar income by the current market price of the security.

Yield to Maturity - The rate of income return on an investment, minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond, expressed as a percentage.

Yield Curve - A graphic representation that shows the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity.

Zero-coupon Securities - Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

Policy Title:

Payroll

Policy

Payroll Policies and Procedures

Personnel Requirements

8.00 Purpose and Background

To ensure that all information processed through the payroll system is authorized at the appropriate level and is supported by written documentation.

8.01 Policy

To establish specific hiring and appropriate payment procedures.

8.02 Procedures

New Employee

- **8.02.01** New employees shall receive an orientation within first day of work by the Human Resources Department.
- **8.02.02** A Personnel Action Notice is completed by the Account Clerk III/Payroll. The form is approved and signed by the Department Head and City Manager.
- **8.02.03** The employee will complete all of the applicable forms in the Employee Orientation package as well as an Employee emergency information. Copies are given to Payroll for the employees benefit file.
- **8.02.04** The Employee Forms, Hiring Checklist and supporting documentation will be retained by the Human Resources Department for approval and filing.
- **8.02.05** After all documents have been signed, a personnel file is created, and the employee is set up in the Payroll system. Documents are filed in the employee's personnel file.

8.03 Termination

- **8.03.01** The Department Director may recommend to the City Manager that an employee is to be terminated, for cause, from probation, or any other action. All applicable provisions in the City Personnel Rules and Regulations regarding due process/progressive discipline shall be followed.
- **8.03.02** The Personnel Action Notice is completed by the Account Clerk III/Payroll. The Department Head and City Manager sign the Personnel Action Notice.

Policy : Payroll Policies and Procedures

8.03.03 Personnel Action Notice is filed in employee's personnel file and a copy is forwarded to the Payroll Department.

- **8.03.04** Payroll Department prepares final paycheck and calculates any accrual balance due the employee. Final check will be signed and forwarded to Human Resources or Department Head of discussed employee.
- **8.03.05** The City Manager and/or the Human Resources Department will conduct an exit interview with the employee and will ensure that all keys, gas cards, City issued ID cards and/or City property have been returned, and petty cash and travel advances have been cleared, if applicable.
- **8.03.06** Cobra information is sent to the ex- employee upon termination.

8.04 Payroll Changes

Changes to existing data will be initiated when the appropriate form is submitted to the Payroll Office. The City uses the following forms to process payroll changes:

- **8.04.01** Employee Personal Action Notice Used primarily for changes in employee's status or pay rate.
- 8.04.02 Change of Address Form.
- 8.04.03 Health and Welfare Benefit Enrollment Form For electing insurance options.
- **8.04.04** IRS Form W-4 Used for changes to tax withholding status (form processed by Payroll Department only).
- **8.04.05** Direct Deposit Authorization Form To set an employee up for automatic payroll check deposit (processed by Payroll Department only).
- **8.04.06** 457 distributions are made through the Payroll Department

8.05 Timekeeping and Labor Distribution

8.05.01 Purpose To ensure that payment for salaries and wages are made in accordance with documented time records and that employee time is properly allocated.

Policy: Payroll Policies and Procedures

8.05.02 Policy Each new employee will receive an orientation program on proper timekeeping and labor charging practices.

8.05.03Labor hours will be accurately recorded and any corrections to timekeeping records, including the appropriate authorizations and approvals, are documented. All labor transfers or adjustments of the labor distribution are documented and approved. The employee's overtime will be approved in advance by his/her supervisor and Department Director, an overtime form will be signed by the supervisor.

8.05.04 Procedure

Timesheet Preparation

- **8.05.04.01** Each employee will submit a timecard on a biweekly form (from the 1st Tuesday to 2nd Monday). The timesheet is dated with the payroll start/end date and signed in ink by the employee and his/her immediate supervisor.
- **8.05.04.02** Any changes to the timesheet will be made in ink by crossing out the error and initialing.

8.06 Labor Distribution

The cost center(s) to which an employee's wages and benefits will be allocated has been preestablished at the beginning of the budget process for each fiscal year. However, any employee working on special projects must indicate the hours worked on the employee's timecard.

8.07 Payroll Processing

Procedure

- 8.07.01Recorded hours are keyed from the approved timecard or normal hours for an exempt employee and summarized onto the pre-list printout from Caselle and the totals are then input into the payroll software by the Account Clerk III/Payroll. Additionally, any retroactive pay increases or other pay amounts are entered into the program.
- **8.07.02**Overtime must be approved by the department head/supervisor in writing before it is given to the Employee. All department heads sign the employee timecards.

Policy: Payroll Policies and Procedures

8.07.03 Pay data pre-register is run and batch totals are compared to the timecards and pre list.

- **8.07.04** The Preliminary Detail Register is reviewed by Finance Director prior to final payroll process.
- **8.07.05** Upon approval, all payroll reports are printed.
- **8.07.06** Final payroll reports and batch totals are reviewed and approved by the Finance Director.
- **8.07.07** Payroll is processed and checks are printed on site by the Account Clerk III/Payroll using the program Caselle.

8.08 Payroll Payment

8.08.01 Purpose To ensure payment for salaries and wages are made only to employees entitled to receive payment.

8.08.02Procedure

- **8.08.02.01** Payroll Direct Deposit is sent to the Bank of the Sierra on Wednesday prior to Friday payroll.
- **8.08.02.02** The Finance Department distributes the checks from the Account Clerk III/ Payroll Clerks office. The department supervisor, representative or employee who picks up the checks is required to sign a distribution log confirming they picked up the checks.

8.09 Payroll Deductions

- **8.09.01** Purpose To ensure that payroll deductions are authorized and paid to the appropriate third parties.
- **8.09.02** Employees checks with payroll deductions will be different from those who make payments of payroll deductions to third parties and review payroll deduction payments to third parties. Payroll deductions will be recorded in appropriate accounts and reconciled with payments made to third parties.

Policy: Payroll Policies and Procedures

8.09.03 Procedures

8.09.03.01 After payroll has been processed, an edit list of all deductions is generated and reviewed. The deductions are set up on a recurring voucher through payroll. A deduction report is generated for each payee, which is used as supporting documentation for the check.

- **8.09.03.02** Payments are processed through the Payroll System. Once payroll is closed and updated to the general ledger, the general ledger control accounts will be analyzed monthly and reviewed by the Finance Director.
- **8.09.03.03** Deductions mandated by federal or state agencies or a court of law will be processed in the above manner. The employee will receive a copy of the withholding order, if applicable. The deduction will be set up for either a flat dollar amount or percentage. An accumulator will track the deductions and will indicate when the required dollar amount has been withheld. Once a deduction meets the specified requirements, withholding will be discontinued.
- **8.09.03.04** Employees who choose direct deposit for their paychecks will complete a Direct Deposit Authorization Form and forward it to Payroll. Direct Deposit will commence 1st payroll cycle after Direct Deposit is received to allow for verifying the pre-note.

8.10 Payroll Taxes

The Finance Department is responsible for ensuring that all required tax forms are properly completed and submitted, and that all required taxes are withheld and paid. Payroll taxes are paid on pay dates through the Bank of the Sierra.

Policy Title: Travel Policy Statement

Policy : Accounting Policies and Procedures Manual

9.00 Purpose and Background

To set forth the policy for official City travel for reimbursement of expense incurred by City Council members, appointed officials, members of special boards, commissions, committees, and employees while traveling overnight on official City business. This policy shall not apply for commuter (local) training seminars and local City business expenses, nor is it intended to supersede P.O.S.T. reimbursable travel policies established by the State of California. The governing rule for all City travel expenses shall be availability, economy, convenience, and propriety.

9.01 Travel Policy

9.01.01 The City shall provide reimbursement for expenses directly related to attendance at approved conferences, seminars, meetings, and other official functions/purposes.

9.01.02 Official travel is planned, approved, budgeted, and controlled at the Department level, except in specific cases described below.

9.01.03. Authorized travel approved in the annual budget requires no further approval beyond the department level. If, however, it becomes apparent that the total travel cost will exceed the budget estimate, the approval of the Finance Director must be obtained.

9.01.04 Unbudgeted, unplanned travel requests shall be submitted by the Department Head to the Finance Director who will forward the requests to the City Manager for approval. Such requests shall include the proposed funding source for the travel (other travel cancelled, reprogramming of other funds within the department, etc.).

9.01.05 She City Manager shall adopt and enforce administrative procedures that assure that all City authorized travel is:

9.01.05.01 Paid directly by the City or reimbursed to the traveler based on actual, itemized expenses or should be covered by per diem payment.

9.01.05.02 The City's per diem rate for Meals and Incidental Expenses (M&IE) shall be equal to the U.S. General Services Administration's (GSA) M&IE rates. (www.GSA.gov)

9.02 Procedure

9.02.01 Each Department Head shall include all planned trips in the Department's annual budget requests. The Travel Authorization Form shall be used as a planning/cost estimation guide. For unbudgeted, unplanned travel, the same form shall be prepared at the time travel is requested.

Policy Title: Travel Policy Statement

Policy: Accounting Policies and Procedures Manual

9.02.02 All requests for travel advances shall include the original Travel Authorization Form signed by the Department Head.

9.02.03 The Travel Expense Claim Form shall be used to file the final travel claim with the Finance Director. A copy of the Travel Authorization Form must be attached.

9.02.04 The Finance Department shall make a record of all travel payments on the original Travel Authorization Form.

9.03 Continuity of City Government Policy

With the advent of different modes of rapid transportation, there is the possibility of accidents injuring or killing several people simultaneously. Since Council Members are required to attend conferences, conventions and meetings outside City Hall, it is desirous to require that whenever possible, no more than two members of the City Council use the same transportation at the same time.

When it comes to the Council's attention that a conference, convention, or meeting in which transportation is required, Council Members shall make an effort to arrange their itinerary so that no more than two members of the City Council use the same transportation. The City Clerk shall be utilized to provide alternate travel arrangements where necessary in order to comply with this policy.

This policy will help insure that there will be a continuity of City government and that there is always a majority of Council members capable of fulfilling the responsibilities placed upon them by the City.

In addition, the City Manager, Department Heads and other key personnel should use the same guidelines in traveling separately on official business wherever practicable.

Policy Title: Travel Policy Statement

Policy : Accounting Policies and Procedures Manual

Instructions – Filling Out Travel Forms

• Before travelling, fill out a Travel Authorization Form (name, division, location of travel, purpose, dates, etc.).

- If travelling employee would like to receive an Advance of Payment, indicate such on the Travel Authorization Form. (Use if receiving an advance for per diem, hotel, etc.).
- An employee can request per diem or submit actual receipts for their expenses. The per diem calculations are available at: www.GSA.gov/perdiem Use this site to locate the per diem rate for the primary destination.
- Find the STATE where the trip will be review the list of Cities and corresponding Meal & Incidental Expenses (M&IE) rate, please note, M&IE rate for FIRST and LAST day is 75% of the full day rate
 - Example: for Monterey, CA full day per diem \$64.00, First and Last day rate \$48.00 (75%). If travelling for only two days then the rate is 75% of the full day per diem for each of the days.
- If some meals are included in the conference or seminar registration cost, you can calculate the correct per diem by using the breakdown of the per diem amount. Click on Meals & Incidental Expenses Breakdown, refer to Section 301-11.18 of the Federal Travel Regulation (Highlighted Text in paragraph).
 - Example: Breakdown for \$64.00 per diem amount is: Breakfast \$12.00, Lunch
 \$18.00, Dinner \$31.00 plus \$3.00 incidental expense. If a meal is included with the seminar or class, deduct that meal's rate and claim the balance.
- Enter Per Diem rates on Travel Authorization Form in addition to all other expenses, sign, date, and route to Accounts Payable.
- After travel is completed, fill out the Travel Expense Claim Form within 10 days, listing ALL expenses incurred for the travel. Indicate the method of payment for each expense. Attach all receipts and route to Accounts Payable.
 - o If no reimbursement is required, submit Travel Expense Claim Form with receipts and indicate "No Reimbursement Required"

City of California City Travel Authorization



Name:				
Location:				
Purpose*: *PLEASE ATTACH A COPY OF THE CLA	ASS OR CC	NFERENCE	REGISTRATION	INFORMATION.
There is a second of the control of	alob OR CC	71 11 12 14 10 L	710010710171011	11 11 O1U-M121O11.
Dates: to				
Travel Advance Requested?		***************************************		
Estimated Expenses:				
Airline Fare				
Lodging x		days =		-
Car Rental				***
Other Transportation (Bus, Taxi)				
Gasoline/Parking				
Registration Fee				
Telephone Calls				
Per Diem - visit: http://www.gsa.gov/perdiem				
Full Rate Per Diem Days		х	days =	
First & Last Travel Day (75% of Full Rate)		х	_days =	
Other -				
	Total Est			
Signature of Employee	_		Date	
Signature of Department Head	_		Date	
Signature of Finance Director		(A	Date	

CITY OF CALIFORNIA CITY TRAVEL EXPENSE CLAIM FORM

Due within 10 days after travel is complete.

Emp	oloyee:		_ Dept			
A.	I incurred the following official of All receipts are attached.	expenses to c	accomplish ap	proved Ci	ty travel. Amount	Method
						Memod
	Airline Fare				\$0.00	
	Lodging				\$0.00	
	Car Rental				\$0.00	
	Other Transportation * Mileage Rate \$.565/m	\$0.555 x ille through 12		niles eginning	\$0.00 1/1/14	
	Gasoline/Parking				\$0.00	
	Registration Fee				\$0.00	
	Telephone Calls				\$0.00	
	Per Diem	x		days=	\$0.00	
	Travel Day Per Diem	x		days=	\$0.00	
	Other Expenses				\$0.00	
			Total Expens	es	\$0.00	
	Prepaid/Advanced					
В.	Reimbursement Reques	ted	Refunded to	City	\$0.00	
	Official travel (exclusive of leav	ve) was from	Accessed the second and second adversarial and second a	to	•	
C.	I claim per diem accordingly.	Yes / No				
	Signature of Employee		_	D	ate	
	Signature of Department Hec	ad	-	D	ate	
	Finance Department	Address Addres	-	D	ate	

Policy Title: Cash Receipts Policy and Procedures

Policy : Accounting Policies and Procedures Manual

10.00 Purpose and Background

10.00.01 All cash receipts will be deposited at a minimum of an every other business day basis (assuming we have full staff on that day).

10.00.02 To ensure amounts received are deposited timely and and are recorded in the proper bank account and general ledger accounts(s). Appropriate internal controls are crucial to reduce the potential for errors and omissions, safeguard the assets of the City and provide reasonable assurance of the reliability of the financial records.

10.01 Cash Received at City Hall

10.01.01 Checks are stamped on the reverse as "For Deposit Only"

10.01.02 The Accounting Clerk indicates the coding on the remittance advice and posts the receipts to either the subsidiary ledger (utility payments or A/R payments) or the general ledger. The Accounting Clerk then prepares an adding machine tape of the checks and affixes it to the checks.

10.01.03 Cash receipts that are received by the Finance Office are stored in the safe.

10.01.04 Accounts receivable is validated and posted daily.

10.01.05 Cash, Checks and Credit Card transactions are reconciled to the deposit documentation, the next business day, for verification by the treasurer or designee for deposit.

10.01.06 Receipts provided by the finance department are given to customers in numeric order for ease of reconciliation.

10.02 Cash Received at the Programs

Cash provided to City Hall by the Police Department: (all funds to include OHV, PD Records and Warrant monies).

10.02.01 Cash and checks are provided to the City Treasurer or designee by PD personnel in sealed plastic money bags.

10.02.02 All cash is counted by the Treasurer and validated by PD personal; entries are made in a finance log as well as a police department furnished log.

10.02.03 Treasurer places all cash receipts and supporting documentation into a blue money bag and provides the bag to finance for processing into Caselle.

10.02.04 Finance provides receipts to the police department after processing.

Policy Title: Cash Receipts Policy and Procedures

Policy : Accounting Policies and Procedures Manual

10.02.05 Cash received is combined with other monies received and deposited into the general account the next business day.

Cash provided to City Hall by the Parks and Recreation:

10.02.06 Cash and checks are provided to the Finance Department by the Park and Recreation personnel in money bags or envelope. Monies are carried in during business hours. If money is left by Park and Recreation after hours, it is placed in the drop box and a voice mail is left regarding the amount.

10.02.07 All cash is counted by the Finance Department; entries are made in a Finance log book and initialed by the both department's staff.

10.02.08 Finance department processes payment(s) into Casselle. All cash receipts and supporting documentation are filed in the finance office.

10.02.09 Finance provides receipts to the Park and Recreation department after processing.

10.02.10 Cash received is combined with other monies received and deposited into the general account the next business day.

Cash provided to city hall by the Dial a Ride:

10.02.11 Cash and checks are provided to the Finance Department by Dial-A-Ride in money bags. Monies are carried in during business hours.

10.02.12 All cash is counted by the Finance Department; entries are made in a Finance log book and initialed by the both department's staff.

10.02.13 Finance department processes payment(s) into Casselle. All cash receipts and supporting documentation are filed in the finance office.

10.02.14 Finance provides receipts to the Dial-A-Ride after processing.

10.02.15 Cash received is combined with other monies received and deposited into the general account the next business day.

Cash provided to city hall by the Fire Department:

10.02.16 Cash and checks are provided to the Finance Department by the Fire Department. Monies are carried in during business hours.

10.02.17 All monies received are counted by the Finance Department in the presences of Fire Department person providing the money.

Policy Title: Cash Receipts Policy and Procedures

Policy : Accounting Policies and Procedures Manual

10.02.18 Finance department processes payment(s) into Casselle. All cash receipts and supporting documents are filed in the finance office.

10.02.19 Finance provides a receipt to the Fire Department person after processing.

10.02.20 Cash received is combined with other monies received and is deposited into the general account the next business day.

Cash provided to city hall by the Airport manager:

10.02.21 Cash and checks are provided to the Finance Department by the Airport Personnel. Monies are carried in during business hours.

10.02.22 All monies received are counted by the Finance Department in the presences of Airport person providing the money.

10.02.23 Finance department processes payment(s) into Casselle. All cash receipts and supporting documents are filed in the finance office.

10.02.24 Finance provides a receipt to the Airport person after processing.

10.02.25 Cash received is combined with other monies received and is deposited into the general account the next business day.

Reconciliation of Bank Deposits

On a monthly basis, the accountant, who does not prepare the initial cash receipts listing of bank deposit, shall reconcile the listings of receipts to bank deposits reflected on the monthly bank statement. Any discrepancies shall be immediately investigated and reported to the Finance Director, City Treasurer, and City Manager.

Policy Title: Fiscal Year – End Closing Procedures

Policy: Accounting Policies and Procedures

11.00 Purpose

To ensure the accuracy of financial reports and reports.

11.01 Policy

This policy applies to the preparation of the year-end financial statements which are provided to our independent auditing firm.

11.02 General Provisions

- 11.02.01All City bank statements will be reconciled to the general ledger. In addition, a thorough analysis will be made of all City investment accounts and reconciled to the general ledger.
- 11.02.03 Prepaid accounts (prepaid insurance, prepaid rents, etc.) will be recorded as an asset and be allocated the following fiscal year.
- 11.02.04 A physical count will be taken for the City's office supplies and water meters at June 30, 20xx and the inventory accounts will be adjusted accordingly to reflect the actual inventory count at year-end.
- 11.02.05 Fixed assets, including land, building, machinery and equipment, with an acquisition cost of \$5,000 or more and a life of 5 years, will be subject to accounting and reporting (capitalization). The straight line method of depreciation will be used to record annual depreciation. In addition, finance will work with the management on an annual basis to insure that the fixed asset listing only reflects those assets that are in working order.
- 11.02.06 The City's finance department will record the annual accruals for accounts receivable, state distributions due, federal distributions due, interest receivable due, and any other receivables that may apply.
- 11.02.07 The City's finance department will also record the annual accruals for accounts payable, interest payable, and any other payables that may apply.

Policy Title: Fiscal Year – End Closing Procedures
Policy: Accounting Policies and Procedures

11.02.08 Compensation balances for unused vacation and sick leave benefits (vested) are accrued when incurred in the government-wide financial statements. Vacation pay is payable to employee at the time a vacation is taken or upon termination of employment. Upon termination an employee will be paid for one-half of any unused sick leave. The vested portion of these compensated absences is accrued at June 30, 20xx.

- 11.02.09 A liability will be set up for those salary and benefits payable at the end of the fiscal year. For example, if a city employees works in the prior year and is paid the following (new) year, a liability will be set up to account for those salary and benefits incurred in the old year. This accounting practice is referred to as accrued payroll.
- 11.03.10 Debt Service Funds: Debt service funds are to be adjusted annually to reflect the principal payments made on long-term debt financing.
- 11.03.11 The City's finance department will also record and reconcile all inter-fund receivables, payables, and inter-fund transfers.
- 11.03.12 During the year and also as part of the fiscal year-end process, finance will insure that all journal entries have appropriate back up to substantiate the entry (s).
- 11.03.13 The City's finance department will be responsible to insure that all applicable governmental accounting standard board (GASB's) and other legal requirements are complied with and are properly reflected in the annual audited financial statements.



City of California City BUDGET PROCESS

The City of California City views its budget process as an on-going, dynamic activity involving the City Council, City staff, and the City residents. While each year's budget process includes certain specific steps in the development of the current year's figures, the budget must also address both short and long term goals and policy matters.

The actual budget process begins in January with final adoption in June of each year. Residents in the City of California City service area are actively involved in determining the policies and direction of the City and in setting long term priorities. This budget document must communicate to residents as well as the City Council and City staff that the long-term priorities are included in the budget process.

The City's budget provides the structural basis for general operations, capital improvement projects and overall financial planning. This document is a link between prior and future years with regard to planning the financial future of the City and to measure the distance we have traveled to accomplish our goals.

The following table illustrates the budget process:

Budget Process Steps	Jan	Feb	Mar	Apr	May	Jun
Review and Adopt Budget and Fiscal Policies	X					
City Council Goal Settings	Х					
Mid-Year budget review		х				
City Staff and City Council conduct Budget Workshops			х			
Budget worksheets, Instructions, and Guidelines Distributed to Departments.			х			
City Manager reviews budget requests with Finance Director and Department Heads				х		
City Manager submits proposed budget to City Council					х	
City Council Holds Public Hearing and Adopts Final Budget					х	х

City Council

Meeting Date: January 12th 2016

TO: Mayor and Council

FROM: Fire Chief Armstrong

Subject: Current Fire Department Operations and Administration

Background:

Tonight I will present, to the City Council and Community, the current level of service provided by the California City Fire Department.

Being discussed will be the current operational and administrative structure, services provided, staffing levels and achievements made over the last few years. Also being presented and discussed will be an evaluation of our Organization as it relates to the Community's desires and National standards.

The focus will be on the current services provided and options for the future. Community input and Council direction will be vital as critical decisions will be made in the future with regard to the Fire Department and its service to the Community.

Due to the size and content of the presentation, much of the information will be made available at the meeting. Copies of the power point presentation and handouts will be made available to the public.

Recommendation:

None - informational only

Fiscal Impact: N/A

Environmental Impact: None

Date prepared: 1/4/2016

By: Fire Chief J Armstrong

NBI.

City Council

Meeting Date: January 12th 2016

TO: Mayor and Council

FROM: Fire Chief Armstrong

Subject: Fire Engine Class A Foam System

Background:

When Engine 190 (2015 KME) was designed and purchased, staff had input on the importance of options and placement of added items; from there a priority list was created. While a foam system was discussed and was on the list of "wants", other issues outweighed this addition at the time.

Over the past 6 months the new Engine has seen a few fires and it has become apparent that a foam system, specifically a Class A system, would be extremely useful. The amount of time spent on overhaul on the last few fires as made this become what I would define as a "need". With the decision to not schedule a "refurb" on the Reserve Engine (E290 Seagrave) for this fiscal year, we have some budgeted funds available from vehicle maintenance that could cover this purchase and installation. Having it installed and purchased through KME Kovatch will ensure warranty coverage remains intact. The Engine already has a foam tank, the attached quote is for adding a Foam PRO 2001 system and plumbing the pre-connected attack lines and hose reel.

Technical Information:

Form is commonly used in firefighting applications. Foam is categorized by Class; Class A foam is used in structure fires, and at times Wildland fires. It aids in firefighting by soaking into solid, combustible materials by breaking down the surface tension of the water. It helps the water penetrate the burning material to quickly suppress the fire and prevent rekindles. It also helps by reducing the amount of water required or used and time crews spend on scene "mopping up".

Recommendation:

Council approved the purchase of the Foam PRO 2001 system and authorizes the installation at KME Kovatch California Branch.

Fiscal Impact: \$14,679.00 from 19-4222-254 (current balance \$61,421.00)

The Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department.

Date prepared: 1/6/2016 By: Fire Chief J Armstrong

NB2



KME Fire Apparatus 5400 East Jurupa Ontario, CA 91761

Estimator: John Fortunato

TO:	Cal City		
	Street Address:		
	Contact Information: Chief Armstrong	Phone:	
P72-4-F42	Original Issue Date: 4/3/12	Revision: 2	Revision Date: 3/19/15

ESTIMATE OF REPAIRS

Below is an estimate based on our initial inspection and does not include any additional labor, services, parts and/or repairs that may be required after commencement of such labor, services, parts and/or repairs. It is impossible to furnish an exact estimate without completely disassembling and inspecting the subject vehicle. Occasionally, after commencement of such labor, services and or repairs, damaged, worn or broken parts may be discovered which were not evident during the initial inspection, which will subsequently be quoted as a supplement to the initial estimate. Consequently, we do NOT guarantee the below estimate. Estimate prices for replacement parts are subject to change and also are NOT guaranteed. Taxes and Freight may apply.

SERVICE MANAGER: James Hoffey
LEAD EMERGENCY VEHICLE TECHNICIAN: John Fortunato

Date: 1/4/2016

Job Description: Fpam System

Customer Deficiency List: Invoice:

Manufacturer: KME E-190

Model Year: 2014

Truck GSO OR Identification Number: 9672

. Item / Material Description / Work to be completed	Material Ea.	Material Total	Labor
Foam pro system 2001 S105-2001		\$6,179.00	
Flowmeter and tee		\$925.00	
Victaulic check valve		\$1,000.00	
Tank sensor		\$120.00	
Material, stainless pipe, elbows and fittings		\$1,600.00	
Fabircate a mount for the foam pump/motor in pump area. Install and mount control head on pump panel. Wire up pump and control head.			52
Fabircate all plumbing needed to manifold, plumb the check valve flow meter to the preconnects and hose reel.			
Install the tank sensor. Mount the foam level sensor on pump panel.			
Freight charges		\$175.00	
This is only an estimate and is subject to changing. If we need to add anymore labor or parts we will revise			***************************************
	Foam pro system 2001 S105-2001 Flowmeter and tee Victaulic check valve Tank sensor Material, stainless pipe, elbows and fittings Fabircate a mount for the foam pump/motor in pump area. Install and mount control head on pump panel. Wire up pump and control head. Fabircate all plumbing needed to manifold, plumb the check valve flow meter to the preconnects and hose reel. Install the tank sensor. Mount the foam level sensor on pump panel. Freight charges	Foam pro system 2001 S105-2001 Flowmeter and tee Victaulic check valve Tank sensor Material, stainless pipe, elbows and fittings Fabircate a mount for the foam pump/motor in pump area. Install and mount control head on pump panel. Wire up pump and control head. Fabircate all plumbing needed to manifold, plumb the check valve flow meter to the preconnects and hose reel. Install the tank sensor. Mount the foam level sensor on pump panel. Freight charges This is only an estimate and is subject to changing	Foam pro system 2001 S105-2001 \$6,179.00 Flowmeter and tee \$925.00 Victaulic check valve \$1,000.00 Tank sensor \$120.00 Material, stainless pipe, elbows and fittings \$1,600.00 Fabircate a mount for the foam pump/motor in pump area. Install and mount control head on pump panel. Wire up pump and control head. Fabircate all plumbing needed to manifold, plumb the check valve flow meter to the preconnects and hose reel. Install the tank sensor. Mount the foam level sensor on pump panel. Freight charges \$175.00 This is only an estimate and is subject to changing.

Total Material Cost \$9,999.00 Total Labor Hours Total Labor Cost @ \$90.00 per hour \$4,680.00
Total Labor Hours
TOTAL ESTIMATED REPAIR COST \$14,679.00

Please refurn authorized quote to: KME Fire Apparatus 5400 East Jurupa Ontario, CA 91761 Email: jhoffey@kovatch.com, jfortunato@kovatch.com or Fax to: (909) 937-1762

In printed form, this document is an Uncontrolled Document unless stamped Controlled Copy in Red.

City Council Staff Report OHV Development Grant

January 12, 2016

TO:

Mayor and City Council

FROM:

Sergeant Ben Blanton & OHV Staff

SUBJECT:

OHV Development Grant

Background:

The OHV area applied for and received a development grant to construct 8 additional shade coverings in the OHV area. Due to the uniqueness of the shade covers there is only one company that constructs shade covers that are industrial and more closely resemble the preexisting shade covers. The OHMVR has approved the grant to be sole source. The only source that provides the aforementioned shade covers is Dave Bang Association Inc. at a price of \$18,566.26. This price includes 8 shade covers, shipping, and sales tax. Because the grant was written three years ago, the grant will cover \$17,600 of costs and the remainder will be covered under the OHV permit fund.

Per the Shade Cover grant agreement, there is need for the acquisition of 8 fire rings, 8 picnic tables, 8 motorcycle locking racks, and 8 pedestal grills. These expenses are used for match on the grant. Quotes were obtained from various vendors and are attached to report. The quotes include the cost of product and shipping; however sales taxes are not included in quotes.

Picnic Tables

Belson Outdoors – 8 6ft aluminum picnic table for \$3,387.31 Highland – 8 6ft aluminum picnic table for \$4,010.00 Furniture Leisure – 8 6ft aluminum picnic table for \$4,528.00

Fire Rings

Highland – 8 fire ring without grate for \$1,218.00 Furniture Leisure – 8 fire ring with tilt back staples \$1384.00 Park Tables – 8 Fire ring anchors into the ground with tilt back for \$1,433.00

Bike Rack for securing OHV's

Furniture Leisure – 8 five loop in ground bike rack for \$2,401.00 Park Tables – 8 five loop in ground bike rack for \$2,432.60 Park n Pool – 8 three loop in ground bike rack for \$3,337.89

Pedestal Grill

Furniture Leisure – 8 Pedestal Grill in ground post for \$1,430.00 Park Tables – 8 Pedestal Grill in ground mounts for \$1,478.15 Highland – 8 Pedestal Grill rotating in ground mounts for \$1,737.00

Recommendations:

It is staff's recommendation to award bid to Dave Bang for the purchase of 8 shade coverings. It is also staff's recommendation to purchase the 8 picnic tables from Belson Outdoors, the 8 fire rings from Highland, and the bike racks and pedestal grills from Furniture Leisure.

Fiscal Impact:

\$27,002.57 — Copies of quotes are attached to this report. The funds will be taken from:

16-4221-450 (Grant) - \$17,600.00 (Shade covers)

29-4219-450 (OHV Permit Fund) - \$966.26 (Shade covers)

29-4219-450 (OHV Permit Fund) - \$3,387.31 (picnic tables)

29-4219-450 (OHV Permit Fund) - \$1,218.00 (fire rings)

29-4219-450 (OHV Permit Fund) - \$2,401.00 (motorcycle locking racks)

29-4219-450 (OHV Permit Fund) - \$1,430.00 (pedestal grills)

The finance director has reviewed the staff reports and finds the recommendations to be within the budget constraints of the department.

Environmental Impact:

None

dave

** Since 1979 **

Quotation

bang assoc., inc. of california

CA 84821R3

P.O. Box 1088, Tustin, California 92781 (800) 669-2585 FAX (800) 729-2483

To California City Police Dept. Attn: Karen Sanders 21130 Hacienda Blvd.

California City, CA 93505

Quotation Date	Salesperson
October 7, 2015	Cathy Cook

Terms

Net 30 from ship date with signed quote / purchase order

"Borax Bill Park"

Estimated :	Shipping Date	Shipped Via	F.O.B.	1		
6-8 Weeks		Truck	California City			
Quantity		Descript	tion		Unit Price	Total Extended
8	Shade She standard co shelter, flat	elter with 8' eav plors, inground roof	ucts, 12' x 12' ALG re height, powder of mount posts, (4) with	coated, costs per	2,199.00	17,592.00
	Less Special Discount				(1,759.20) 15,832.80	
			Tax 7.50% Shipping	6		1,187.46 1,546.00
			TOTAL DELIVE	RED		18,566.26
			please add an AD call for details!!	DITIONAL		
	*Pricing doc anchor bolt *Prices do I work, rerou lines, permi	s, or erecting on NOT include a ting of water, eats, and / or ins	e footings, steel ca of shade shelter ny preparation wo electric, drainage,	rk, flat sprinkler		
	THANK YO	U FOR THIS (CHANCE TO QUO	TE		

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE CONDITIONS OF OUR CREDIT APPLICATION, AND IS VALID FOR EQUIVALENT OF ORIGINAL. ALL PAST DUE ACCOUNTS SUBJECT TO 1 1/2%

ON THE PROMPT ATTENTION. THIS QUOTATION DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE. FAX COPY DEEMED TO BE LEGAL MONTHLY FINANCE CHARGEIN THE EVENT LEGAL ACTION IS REQUIRED TO EFFECT COLLECTION, VENUE SHALL BE TUSTIN, CA.

By Cathy Cook

Accepted

_ Date_

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING

Thank You!

You have received this Quote per your request from Belson Outdoors (belson.com).

If you are having trouble reading this email? View it in your browser or go to https://www.belson.com/Secure/Request.aspx?OrderID=164099&Key=3353.12838202388

Quote # WQ 164099

Here is the Quote as per your request. The 'Shipping' total has been applied.

To place an order, simply click 'Submit Order Confirmation' below.

Please print this page for your records.

Customer Order Confirmation is required to process order.



111 North River Road North Aurora, IL. 60542 sales@belson.com

Toll Free: 1-800-323-5664 Phone: 1-630-897-8489 Fax: 1-630-897-0573 QUOTE # WQ 164099

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
PK-6AA	Park King Table, 6' Anodized Aluminum	88	8	\$370.00	\$2,960.00
	Subtotal	704		Subtotal	\$2,960.00
			(Illino	is Only) Tax	\$0.00
Customer Order Confirmation is required to process order. Shipping					\$427.31
Your Order will not be shipped without your "Order Confirmation"				Grand Total	\$3,387.31

. Sill You

Shin To

First Name*		First Name	
Last Name*		Last Name	£
Company	California City Police Department	Company	California City Police Department
Address*	21130 Hacienda Blvd	Address*	21130 Hacienda Blvd
Address		Address	
City	California City	City	California City
State*	CA	State*	CA
Zip Code*	93505	Zip Code*	93505
Country	USA	Country	USA
Phone*		Phone	
Fax		Fax	
Email	rwelling@californiacitypd.org	Email	rwelling@californiacitypd.org

Istilitional Dalivery Services

Phone Call 24 Hours Prior to Delivery

Delivery to Residential or Non-Commercial Truck Route Addresses

Power Liftgate Service - Driver will lower shipment from the truck to the ground (Only)

Order Power Liftgate Service if — You will be unable to unload the shipment from the truck.

ODoes Not apply to UPS shipments

rh-p

Payment Mathod - Not Required for Order/Quote Submission













MasterCard

American Express

Discover

Check with Order

On Account

Credit Card Number XXXX XXXX XXXX

PO#

. Card Expiration Date XX / XX

Cardholders Name (as it appears on the card)

XXXXXXXXXX XXXXXXXXXX

Order Confirmation Mathen - Customer Confirmation is Required to Complete Order

Email Order Confirmation

rwelling@californiacitypd.org

Fax Order Confirmation

Customer Service Representative Call (M-F 8:00am - 4:30pm CST)

What is the best day and time to call?

Contact Name (If Different than 'Sold To')

Phone

Submit Order Confirmation

Cancel Order



Quote SQ-089366 01/04/2016

\$842.00

\$4010.00

\$0.00

3350 NW BOCA RATON BLVD., SUITE B2 • BOCA RATON, FL • 33431 PHONE: 561.620.7878• FAX: 561.620.8668

WWW.THEPARKCATALOG.COM

Customer	Ship To
California City Police Dept. Ruth Anne Welling 21130 Hacienda Blvd California City, CA US 93505 Phone: 760-373-7085 Fax: 760-373-8210	California City Police Dept. Ruth Anne Welling 21130 Hacienda Blvd California City, CA US 93505 Phone: 760-373-4268 Fax:

Account	Quotation	Terms	Job Reference	Account Rep	Date
8064310	SQ-089366	Pre-Pay		ROMMEL	01/04/2016
F			1		

Item	Description	Qty	Unit Price	Unit Disc	Amount		
129-1178	All-Aluminum Picnic Table	8	\$501.00	\$105.00	\$3168.00		
	Size: 6'L	8	\$0.00	\$0.00	\$0.00		
Comment	Comment						
NOTES	Subtotal \$3168.0						

Customer agrees to inspect all deliveries for damage and correct quantities and to note any discrepencies on freight bill and report them to Highland within 48 hours of receipt of goods or forfeit any right to freight damage claims or shortages.

City ____

_____ State _____ Zip _____

PRODUCT PRICE QUOTE IS VALID FOR 30 DAYS



Quote SQ-089366 01/04/2016

3350 NW BOCA RATON BLVD., SUITE B2 • BOCA RATON, FL • 33431 PHONE: 561.620.7878• FAX: 561.620.8668

WWW.THEPARKCATALOG.COM

Customer	Ship To	
California City Police Dept.	California City Police Dept.	
Ruth Anne Welling	Ruth Anne Welling	
21130 Hacienda Blvd	21130 Hacienda Blvd	
California City, CA US	California City, CA US	
93505	93505	
Phone: 760-373-7085	Phone: 760-373-4268	
Fax: 760-373-8210	Fax:	

THANK YOU FOR CHOOSING HIGHLAND PRODUCTS GROUP! SALES QUOTE TOTAL: \$4010.00 (DETAILS ON 2ND PAGE)

ASK ABOUT OUR NEW »» BEST PRICE GUARANTEE ««
IF YOU FIND A LOWER QUOTE FOR THIS PRODUCT, WE WILL NOT ONLY MATCH IT BUT BEAT IT!

TERMS & CONDITIONS

<u>SHIPPING:</u> All merchandise is sold F.O.B. Deliveries are made during normal business hours, 8am - 4pm Monday - Friday.

<u>Standard shipping charges are for Tailgate delivery to any commercial location on a commercial truck route</u>; the truck driver is under no obligation to help you unload. If you are unable to accept a shipment via this method you must purchase additional services.

<u>Additional Services</u>: Residential Delivery, Limited Access Delivery, Liftgate Service, Inside Delivery, Construction Site Delivery, Notify Before Delivery.

Service Discrepancies: If there is a discrepancy in the services requested and the minimum services required to deliver the product, Highland reserves the right to charge the customer for any necessary additional services provided at the time of delivery.

Inspection of Shipments: It is the customer's responsibility to verify the delivery is for the correct product, count the number of pieces being delivered, and inspect for damages PRIOR to signing the delivery receipt provided by the driver. All claims MUST be recorded on the delivery receipt and reported within 48 hours of delivery.

Highland Products does NOT GUARANTEE replacement parts or product FREE of charge due to concealed or unreported damages **Assembly May Be Required.** Many of our products are shipped unassembled in order to minimize damage and lower freight charges.

CANCELLATIONS: All cancellations must be done in writing prior to shipping. Made-to-Order items already in production may not be cancelled.

RETURNS: We will accept returns of unused products up to 30 days from shipping date subject to ALL of the following terms and conditions:

Written approval and instructions must be issued by our Customer Service Department before any merchandise can be returned.

Shipping Returns: All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.

Re-Stocking & Shipping Fees: The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded.

Web-Orders: For online orders, HPG is not responsible if the customer orders incorrect product or colors. All return and restock fees apply. Made-to-Order or Personalized items are not returnable unless a defect in manufacturing is presented to us with pictures prior to return.

PRODUCT PRICE QUOTE IS VALID FOR 30 DAYS



Furniture Leisure, Inc. 2729 E. Moody Blvd. #301 Bunnell, Fl 32110

Phone #

(800) 213-2401

Quote

Fax #

(386) 437-6652

Date	Quote #	
1/4/2016	16382	

Bill To

California City Police Department Ruthann Welling 21130 Hacienda Blvd California City, CA 93505 Ship To

California City Police Department Ruthann Welling 21130 Hacienda Blvd California City, CA 93505 (760) 373-7085

	P.O. Number	Rep	Terms		
		CSS	50%deposit/Net	Total	
ltem	Description	Ordered	Cost		
S&H	Shipping and Handling. Commercial Delivery does not include off loading freight. Additional charges for Lift Gate, Call Ahead, and Inside Delivery will be added when requested. PLEASE INSPECT ALL PRODUCT IN THE PRESENCE OF THE DRIVER AT TIME OF DELIVERY TO ENSURE PRODUCT WAS NOT RECEIVED DAMAGED. IF THERE IS SOME DAMAGES TO THE PRODUCT PLEASE BE SURE TO SIGN B.O.L. AS RECEIVED DAMAGED. Standard commercial lead times are 3 to 4 weeks and Custom Orders are 4 - 6 weeks. Pleas call 1-800-213-2401 to obtain additional delivery services.	S	536.00	536.00	

Due to Credit Card Processsing guidelines all Credit Card purchases will be Processed for the full amount within 7 days of purchase. Orders other than credit card payment require a 50% deposit on all first orders and all orders over \$2000.00. The Balance is due upon receipt of merchandise. Orders will not be processed until credit is approved by Furniture Leisure, Inc. All Custom Orders (made to customers specifications) require payment in advance and are non-cancelable and non-returnable. A 25% restocking fee plus all shipping costs are required to return stock merchandise. Returns must receive a "Return Authorization" from Furniture Leisure, Inc. prior to shipping. All Returns must be received in the original cartons and in new condition.

Subtotal \$4,528.00

Sales Tax (0.0%) \$0.00

The manufacturer of merchandise purchased from Furniture Leisure, Inc. warrants all products. Written warranties are available upon request. Furniture Leisure, Inc. assumes no responsibility to extend, alter, or modify any product warranty.

Total \$4,528.00

Furniture Leisure, Inc. will be held harmless against all claims of liability resulting from receiving, installation and use of these products. All shipments are scheduled ASAP "As soon as Possible". All efforts will be made to expedite. However the purchaser acknowledges no arrival dates are guaranteed. Customer agrees to pay reasonable collection costs allowed by law and/or attorneys fees incurred in connection with the collection of this transaction. The venue for any litigation with Furniture Leisure, Inc. will be Flagler County, Florida.

Receiving, Offloading, Assembly and Installation of the merchandise is solely the customer's responsibility and is not included in the above price.

-

Signature

Title

Date _____

alex@furnitureleisure.com

ne 2 | www.furnitureleisure.com



Furniture Leisure, Inc. 2729 E. Moody Blvd. #301 Bunnell, Fl 32110

Phone #

(800) 213-2401

Quote

Fax #

(386) 437-6652

Date	Quote #
1/4/2016	16382

D:11	To
-	10

California City Police Department Ruthann Welling 21130 Hacienda Blvd California City, CA 93505 Ship To

California City Police Department Ruthann Welling 21130 Hacienda Blvd California City, CA 93505 (760) 373-7085

	P.O. Number	Rep	Terms		
		CSS	50%deposit/Net		
Item	Description	Ordered	Cost	Total	
6J2GA	J2 Series Welded Frame 2 3/8" schedule 40 pipe, galvanized, 6ft aluminum, 162lbs	8	499.00	3,992.00T	

Due to Credit Card Processing guidelines all Credit Card purchases will be Processed for the full amount within 7 days of purchase. Orders other than credit card payment require a 50% deposit on all first orders and all orders over \$2000.00. The Balance is due upon receipt of merchandise. Orders will not be processed until credit is approved by Furniture Leisure, Inc. All Custom Orders (made to customers specifications) require payment in advance and are non-cancelable and non-returnable. A 25% restocking fee plus all shipping costs are required to return stock merchandise. Returns must receive a "Return Authorization" from Furniture Leisure, Inc. prior to shipping. All Returns must be received in the original cartons and in new condition.

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Receiving, Offloading, Assembly and Installation of the merchandise is solely the customer's responsibility and is not included in the above price.

Signature

Title

Subtotal

Sales Tax (0.0%)

Total

Date ______...

alex@furnitureleisure.com

Page 1

www.furnitureleisure.com



 Quote

 SQ-089368
 01/04/2016

\$864.00

\$354.00

\$0.00 \$1218.00

3350 NW BOCA RATON BLVD., SUITE B2 • BOCA RATON, FL • 33431 PHONE: 561.620.7878• FAX: 561.620.8668

WWW.THEPARKCATALOG.COM

Customer	Ship To
California City PD Ruth Anne Welling 21130 Hacienda Blvd California City, CA US 93505 Phone: 760-373-7085 Fax: 760-373-8210	California City PD Ruth Anne Welling 21130 Hacienda Blvd California City, CA US 93505 Phone: 760-373-7085 Fax: 760-373-8210

Account	Quotation	Terms	Job Reference	Account Rep	Date
8064310	SQ-089368	Pre-Pay		ROMMEL	01/04/2016

item	Description	Qty	Unit Price	Unit Disc	Amount
398-1493	Fire Ring without Grate	8	\$133.00	\$25.00	\$864.00
	Size: 7 High	8	\$0.00	\$0.00	\$0.00
Comment					

Customer agrees to inspect all deliveries for damage and correct quantities and to note any discrepencies on freight bill and report them to Highland within 48 hours of receipt of goods or forfeit any right to freight damage claims or shortages.

_____ State _____ Zip _____

PRODUCT PRICE QUOTE IS VALID FOR 30 DAYS



Quote SQ-089368 01/04/2016

3350 NW BOCA RATON BLVD., SUITE B2 • BOCA RATON, FL • 33431 PHONE: 561.620.7878• FAX: 561.620.8668

WWW.THEPARKCATALOG.COM

Customer	Ship To	
California City PD	California City PD	
Ruth Anne Welling	Ruth Anne Welling	
21130 Hacienda Blvd	21130 Hacienda Blvd	
California City, CA US	California City, CA US	
93505	93505	
Phone: 760-373-7085	Phone: 760-373-7085	
Fax: 760-373-8210	Fax: 760-373-8210	

THANK YOU FOR CHOOSING HIGHLAND PRODUCTS GROUP! SALES QUOTE TOTAL: \$1218.00 (DETAILS ON 2ND PAGE)

ASK ABOUT OUR NEW »» BEST PRICE GUARANTEE ««
IF YOU FIND A LOWER QUOTE FOR THIS PRODUCT, WE WILL NOT ONLY MATCH IT BUT BEAT IT!

TERMS & CONDITIONS

<u>SHIPPING:</u> All merchandise is sold F.O.B. Deliveries are made during normal business hours, 8am - 4pm Monday - Friday.

<u>Standard shipping charges are for Tailgate delivery to any commercial location on a commercial truck route</u>; the truck driver is under no obligation to help you unload. If you are unable to accept a shipment via this method you must purchase additional services.

<u>Additional Services</u>: Residential Delivery, Limited Access Delivery, Liftgate Service, Inside Delivery, Construction Site Delivery, Notify Before Delivery.

Service Discrepancies: If there is a discrepancy in the services requested and the minimum services required to deliver the product, Highland reserves the right to charge the customer for any necessary additional services provided at the time of delivery.

Inspection of Shipments: It is the customer's responsibility to verify the delivery is for the correct product, count the number of pieces being delivered, and inspect for damages PRIOR to signing the delivery receipt provided by the driver. All claims MUST be recorded on the delivery receipt and reported within 48 hours of delivery.

Highland Products does NOT GUARANTEE replacement parts or product FREE of charge due to concealed or unreported damages Assembly May Be Required. Many of our products are shipped unassembled in order to minimize damage and lower freight charges.

<u>CANCELLATIONS:</u> All cancellations must be done in writing prior to shipping. Made-to-Order items already in production may not be cancelled.

RETURNS: We will accept returns of unused products up to 30 days from shipping date subject to ALL of the following terms and conditions:

Written approval and instructions must be issued by our Customer Service Department before any merchandise can be returned. Shipping Returns: All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted. Re-Stocking & Shipping Fees: The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect, Original shipping charges will not be refunded.

Web-Orders: For online orders, HPG is not responsible if the customer orders incorrect product or colors. All return and restock fees apply.

Made-to-Order or Personalized items are not returnable unless a defect in manufacturing is presented to us with pictures prior to return.

PRODUCT PRICE QUOTE IS VALID FOR 30 DAYS



Furniture Leisure, Inc. 2729 E. Moody Blvd. #301 Bunnell, Fl 32110

Phone #

Fax #

(800) 213-2401

(386) 437-6652

Quote

Quote # Date 1/4/2016 16383

Ship To

Bill To California City Police Department California City Police Department Ruthann Welling Ruthann Welling 21130 Hacienda Blvd 21130 Hacienda Blvd California City, CA 93505 California City, CA 93505 (760) 373-7085

	P.O. Number	Rep	Terms		
		CSS	50%deposit/Net	Total	
Item	Description	Ordered	Cost		
FR730TB S&H	Fire Ring with tilt back staples Shipping and Handling. Commercial Delivery does not include off loading freight. Additional charges for Lift Gate, Call Ahead, and Inside Delivery will be added when requested. PLEASE INSPECT ALL PRODUCTS IN THE PRESENCE OF THE DRIVER AT TIME OF DELIVERY TO ENSURE PRODUCT WAS NOT RECEIVED DAMAGED. IF THERE IS SOME DAMAGES TO THE PRODUCT PLEASE BE SURE TO SIGN B.O.L. AS RECEIVED DAMAGED. Standard commercial lead times are 3 to 4 weeks and Custom Orders are 4 - 6 weeks. Please call 1-800-213-2401 to obtain additional delivery services.	8	134.00	1,072.00T 312.00	

Due to Credit Card Processsing guidelines all Credit Card purchases will be Processed for the full amount within 7 days of purchase. Orders other than credit card payment require a 50% deposit on all first orders and all orders over \$2000.00. The Balance is due upon receipt of merchandise. Orders will not be processed until credit is approved by Furniture Leisure, Inc. All Custom Orders (made to customers specifications) require payment in advance and are non-cancelable and non-returnable. A 25% restocking fee plus all shipping costs are required to return stock merchandise. Returns must receive a "Return Authorization" from Furniture Leisure, Inc. prior to shipping. All Returns must be received in the original cartons and in new condition.

The manufacturer of merchandise purchased from Furniture Leisure, Inc. warrants all products. Written warranties are available upon request. Furniture Leisure, Inc. assumes no responsibility to extend, alter, or modify any product warranty.

Furniture Leisure, Inc. will be held harmless against all claims of liability resulting from receiving, installation and use of these products. All shipments are scheduled ASAP "As soon as Possible". All efforts will be made to expedite. However the purchaser acknowledges no arrival dates are guaranteed. Customer agrees to pay reasonable collection costs allowed by law and/or attorneys fees incurred in connection with the collection of this transaction. The venue for any litigation with Furniture Leisure, Inc. will be Flagler County, Florida.

Receiving, Offloading, Assembly and Installation of the merchandise is solely the customer's responsibility and is not included in the above price.

Title Date

Subtotal

Total

Sales Tax (0.0%) \$0.00

\$1,384.00

\$1,384.00

alex@furnitureleisure.com

Signature

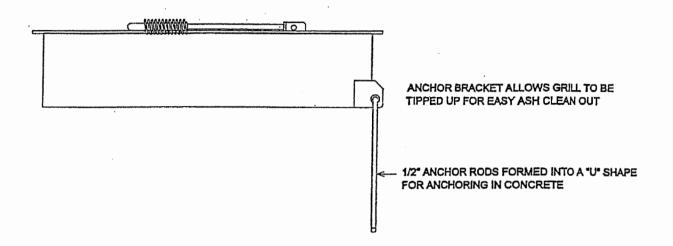
www.furnitureleisure.com

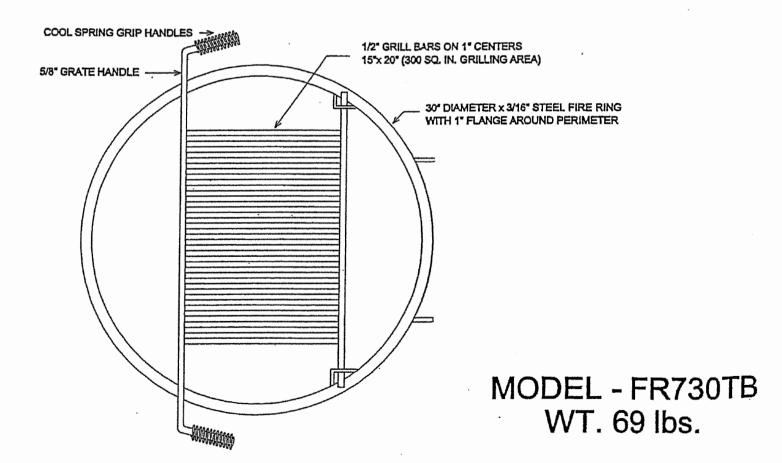
FURNITURE LEISURE INC

OUR LIST OF WEB STORES

www.FurnitureLeisure.com www.PicnicFurniture.com www.ParkTables.com www.PoolFurnitureSupply.com www.PicnicTableSupplier.com www.UBrace.com

1.800.213.2401







Park Tables: A Furniture Leisure, Inc. Company

Quote

PO. No.

Bunnell, FL 32110

Phone Number: 1-866-330-2388 Fax Number: 1-386-437-6652 WWW.ParkTables.com

Date	Quote #
1/4/2016	PT948

California City Police Department	
Ruthann Welling	
21130 Hacienda Blvd	
California City, CA 93505	

Ship To	
California City Police Department	
Ruthann Welling	
21130 Hacienda Blvd	
California City, CA 93505	
(760) 373-7085	

Terms

			The second secon	
		CSS	50% Deposit/	
Item	Description	Qty	Cost	Total
FR730TB Shipping and Han	Fire Ring is 7 inches high and 30 inch diameter with 15 x 20 flip top grate to make the fire. It anchors into the ground with tilt back. Shipping and Handling. Additional charges for Call	8	139.95 313.40	1,119.60T
	Ahead, Lift Gate Service and Inside Delivery will be added when requested. Normal commercial lead times are 2 to 4 weeks. Please call 1 (866) 330-2388 to obtain pricing for additional services.			

Park Tables requires a 50% deposit on all first orders and all orders over \$2000.00. The Balance is due upon receipt of merchandise. Orders will not be processed until credit is approved by Park Tables. All Custom Orders (made to customers specifications) require payment in advance and are non-cancelable and non-returnable. A 25% restocking fee plus all shipping costs are required to return stock merchandise. Returns must receive a "Return Authorization" from Park Tables prior to shipping. All Returns must be received in the original cartons and in new condition. The manufacturer of merchandise purchased from Park Tables warrants all products. Written warranties are available upon request. Park Tables assumes no responsibility to extend, alter, or modify any product warranty. Park Tables will be held harmless against all claims of liability resulting from receiving, installation and use of these products.

All Deliveries are "ASAP" as soon as possible. All efforts are made to expedite orders, however no delivery dates are guaranteed. Customer Agrees to pay reasonable collection costs allowed by law and attorneys fees incurred in connection with the collection of this transaction. The venue for any litigation with Park Tables is Flagler County, Florida. Receiving Assembly and Installation of the merchandise is soley the customers responsibility and is not included in the price.

Subtotal \$1,433.00

Sales Tax (0.0%) \$0.00

Total \$1,433.00

Authorized Signature:	Date
The signer accepts full responsibility for r	ecieving and payment for the goods ordered on this quote.



Furniture Leisure, Inc. 2729 E. Moody Blvd. #301 Bunnell, Fl 32110

Phone #

(800) 213-2401

Quote

Fax #

(386) 437-6652

Date	Quote #
1/4/2016	16384

Bill To

California City Police Department Ruthann Welling 21130 Hacienda Blvd California City, CA 93505 Ship To

California City Police Department Ruthann Welling 21130 Hacienda Blvd California City, CA 93505 (760) 373-7085

	P.O. Number	Rep	Terms	
		CSS	50%deposit/Net	
Item	Description	Ordered	Cost	Total
S&H	Shipping and Handling. Commercial Delivery does not include off loadifreight. Additional charges for Lift Gate, Call Ahead, and Inside Delivery does not include off loadifferight. Additional charges for Lift Gate, Call Ahead, and Inside Delivery In the PRESENCE OF THE DRIVER AT TIME OF DELIVER TO ENSURE PRODUCT WAS NECEIVED DAMAGES TO THE PRODUCT PLEASE BE SURE TO SIGN B.O.L. AS RECEIVED DAMAGED. Standard commercial lead times are 3 to 4 weeks and Custom Orders are 4 - 6 weeks. Pleat 1-800-213-2401 to obtain additional delivery services.	ery CTS CY OT ERE	289.00	289.00

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Receiving, Offloading, Assembly and Installation of the merchandise is solely the customer's responsibility and is not included in the above price.

Subtotal

\$2,401.00

Sales Tax (0.0%) \$0.00

Total

\$2,401.00

Signature

Title

Date _

alex@furnitureleisure.com

Page 2

www.furnitureleisure.com



Furniture Leisure, Inc. 2729 E. Moody Blvd. #301 Bunnell, Fl 32110

Signature

Phone #

(800) 213-2401

Quote

Fax #

(386) 437-6652

Date	Quote #
1/4/2016	16384

Date

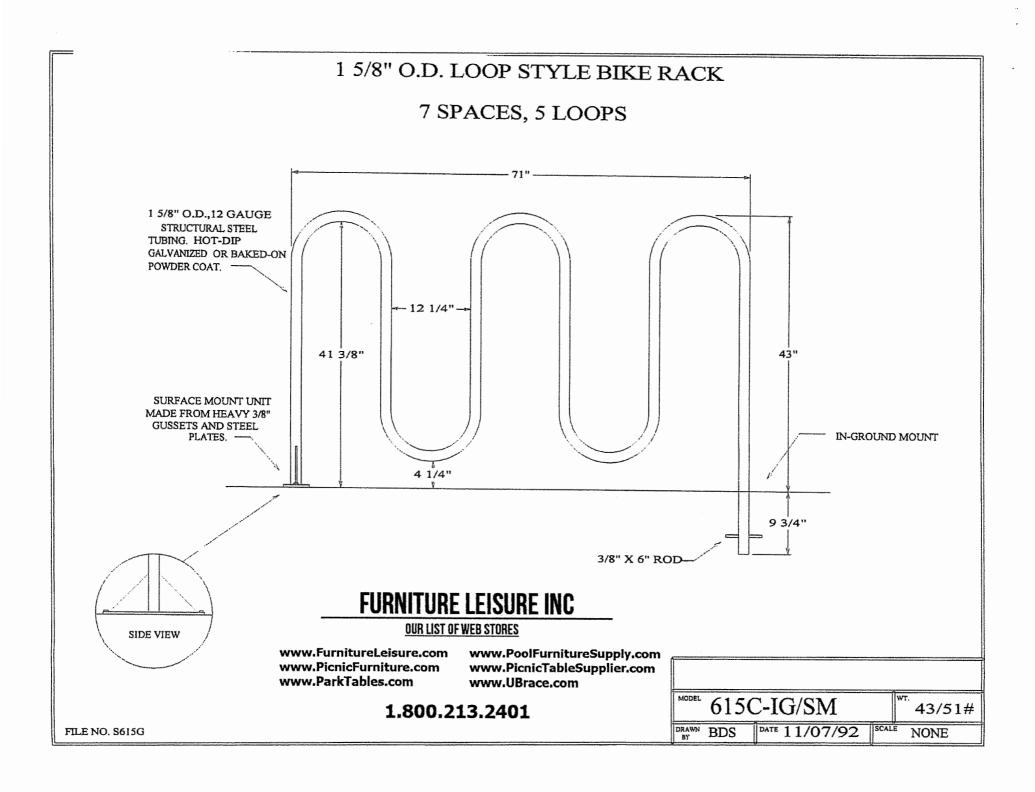
www.furnitureleisure.com

Bill To Ship		Ship To				
California City Police Department Ruthann Welling 21130 Hacienda Blvd California City, CA 93505		Ruthann V 21130 Ha	cienda Blvd City, CA 935			
	P.O. Number		Rep	Term	ns	
			CSS	50%depos	sit/Net	
Item Description		otion (Ordered		t	Total
615GIG	Loop Style Bike Rack,5 Loops Spaces 64" long, 1 5/8"OD scl 40 pipe, Inground Mount, Gal 43 lbs.	nedule	8		264.00	2,112.00T
Due to Credit Card Processsing guidelines a within 7 days of purchase. Orders other than cr all orders over \$2000.00. The Balance is due to credit is approved by Furniture Leisure, Inc. payment in advance and are non-cancelable an are required to return stock merchandise. R. Leisure, Inc. prior to shipping. All Returns to The manufacturer of merchandise purchased from Fu available upon request. Furniture Leisure, Inc. assun Furniture Leisure, Inc. will be held harmless against a within the process.	redit card payment require a 50% of apon receipt of merchandise. Order All Custom Orders (made to custon of non-returnable. A 25% restockieturns must receive a "Return Authorist be received in the original carantiture Leisure, Inc. warrants all produces no responsibility to extend, alter, or	deposit on ers will no mers spec ng fee plu norization tons and in tets. Writte modify ar	all first order t be processed ifications) rec as all shipping " from Furnit in new condit en warranties all ty product warr	rs and d until quire g costs ure ion.	Subtotal Sales Tax Total	(0.0%)
these products. All shipments are scheduled ASAP ", purchaser acknowledges no arrival dates are guarante and/or attorneys fees incurred in connection with the Furniture Leisure, Inc. will be Flagler County, Florid. Receiving, Offloading, Assembly and Installation of included in the above price.	As soon as Possible ⁿ . All efforts will be eed. Customer agrees to pay reasonable collection of this transaction. The ver a.	e made to e collection ue for any	expedite. However costs allowed litigation with	ver the		

Title

Page 1

alex@furnitureleisure.com





Park Tables: A Furniture Leisure, Inc. Company

Quote

Bunnell, FL 32110

Phone Number: 1-866-330-2388 Fax Number: 1-386-437-6652 WWW.ParkTables.com

Date	Quote #
1/4/2016	PT945

California City Police Department	
Ruthann Welling	
21130 Hacienda Blvd	
California City, CA 93505	

Ship To	
California City Police Department	
Ruthann Welling	
21130 Hacienda Blvd	7 1
California City, CA 93505	
(760) 373-7085	

		Rep	Terms	PO. No.
		CSS	50% Deposit/	
Item	Description	Qty	Cost	Total
615GIG Shipping and Han	7 Space 64", Loop Style Bike Rack, heavy duty 1 5/8" O.D. schedule 40 pipe, hot-dip galvanized finish, IG. 43lbs. Shipping and Handling. Additional charges for Call Ahead, Lift Gate Service and Inside Delivery will be added when requested. Normal commercial lead times are 2 to 4 weeks. Please call 1 (866) 330-2388 to obtain pricing for additional services.	8	267.95 289.00	2,143.60T 289.00T

Park Tables requires a 50% deposit on all first orders and all orders over \$2000.00. The Balance is due upon receipt of merchandise. Orders will not be processed until credit is approved by Park Tables. All Custom Orders (made to customers specifications) require payment in advance and are non-cancelable and non-returnable. A 25% restocking fee plus all shipping costs are required to return stock merchandise. Returns must receive a "Return Authorization" from Park Tables prior to shipping. All Returns must be received in the original cartons and in new condition. The manufacturer of merchandise purchased from Park Tables warrants all products. Written warranties are available upon request. Park Tables assumes no responsibility to extend, alter, or modify any product warranty. Park Tables will be held harmless against all claims of liability resulting from receiving, installation and use of these products.

Sales Tax (0.0%) \$0.00

Total \$2,432.60

\$2,432.60

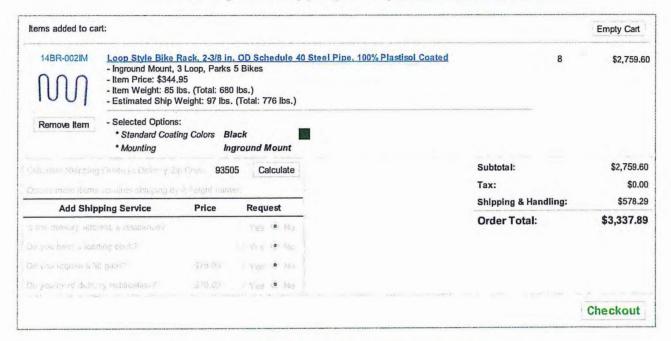
Subtotal

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Authorized Signature: ______ Date_____
The signer accepts full responsibility for recieving and payment for the goods ordered on this quote.

Need Help? Call Us Today! 877.777.3700 8:30am - 5:00pm ET Search... Shopping Cart Live Chat ONLINE The leading online distributor of commercial outdoor furniture. Particle studies Commence of the search of the search

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40 Park Place, Lexington, VA 24450 In the beautiful and historic Shenandoah Valley



















Furniture Leisure, Inc. 2729 E. Moody Blvd. #301 Bunnell, Fl 32110

Bill To

Ruthann Welling

21130 Hacienda Blvd

California City, CA 93505

California City Police Department

Phone #

Fax #

(800) 213-2401

(386) 437-6652

Quote

Date Quote # 1/4/2016 16385

Ship To

California City Police Department Ruthann Welling 21130 Hacienda Blvd California City, CA 93505 (760) 373-7085

Terms Rep P.O. Number 50%deposit/Net CSS Description Ordered Cost Total Item 358.00 358.00 S&H Shipping and Handling. Commercial Delivery does not include off loading freight. Additional charges for Lift Gate, Call Ahead, and Inside Delivery will be added when requested. PLEASE INSPECT ALL PRODUCTS IN THE PRESENCE OF THE DRIVER AT TIME OF DELIVERY TO ENSURE PRODUCT WAS NOT RECEIVED DAMAGED. IF THERE IS SOME DAMAGES TO THE PRODUCT PLEASE BE SURE TO SIGN B.O.L. AS RECEIVED DAMAGED. Standard commercial lead times are 3 to 4 weeks and Custom Orders are 4 - 6 weeks. Please call 1-800-213-2401 to obtain additional delivery services.

Due to Credit Card Processsing guidelines all Credit Card purchases will be Processed for the full amount within 7 days of purchase. Orders other than credit card payment require a 50% deposit on all first orders and all orders over \$2000.00. The Balance is due upon receipt of merchandise. Orders will not be processed until credit is approved by Furniture Leisure, Inc. All Custom Orders (made to customers specifications) require payment in advance and are non-cancelable and non-returnable. A 25% restocking fee plus all shipping costs are required to return stock merchandise. Returns must receive a "Return Authorization" from Furniture Leisure, Inc. prior to shipping. All Returns must be received in the original cartons and in new condition.

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Receiving, Offloading, Assembly and Installation of the merchandise is solely the customer's responsibility and is not included in the above price.

Subtotal

\$1,430.00

Sales Tax (0.0%) \$0.00

Total

\$1,430.00

Signature

Title

Date

alex@furnitureleisure.com

me 2 www.furnitureleisure.com

Page 2



Furniture Leisure, Inc. 2729 E. Moody Blvd. #301 Bunnell, Fl 32110

Phone #

(800) 213-2401

Quote

Fax #

(386) 437-6652

Date	Quote#
1/4/2016	16385

D:11	T
HIII	10

California City Police Department Ruthann Welling 21130 Hacienda Blvd California City, CA 93505

Ship To

California City Police Department Ruthann Welling 21130 Hacienda Blvd California City, CA 93505 (760) 373-7085

	P.O. Number	Rep	Terms		
		CSS	50%deposit/Net		
Item	Description	Ordered	Cost	Total	
SB16	Pedestal Grill with 20 x 15 cooking surface, four position non-removal grill, with 2 3/8 inch OD inground post.	ole	134.00	1,072.00T	

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Receiving, Offloading, Assembly and Installation of the merchandise is solely the customer's responsibility and is not included in the above price.

Subtotal

Sales Tax (0.0%)

Total

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S	-		_	4.		-
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Title

Date

alex@furnitureleisure.com

Page 1

www.furnitureleisure.com

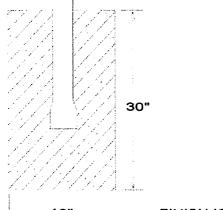
COOKING GRATE HAS 4 LEVELS OF ADJUSTMENT AND CANNOT BE REMOVED FROM THE GRILL BODY

HANDLES ARE 5/8" ROD

COOKING SURFACE IS 1/2" RODS ON 1" CENTERS 300 SQ.IN.



2 3/8" O.D. PEDESTAL, 40" LONG



FINISH IS HIGH HEAT RESISTANT BLACK ENAMEL

NOTE: THE SIZE OF THE FOOTING IS ONLY A SUGGESTION YOUR LOCAL SOIL CONDITIONS SHOULD DETERMINE WHAT IS

NECCESSARY

FURNITURE LEISURE INC

OUR LIST OF WEB STORES

www.FurnitureLeisure.com www.PicnicFurniture.com www.ParkTables.com

www.PoolFurnitureSupply.com www.PicnicTableSupplier.com www.UBrace.com

1.800.213.2401

MODEL	SB1	6		W	[*] 79 lbs.
DRAWN BY	LCB	DATE	1/5/98	SCALE	NONE



Park Tables: A Furniture Leisure, Inc. Company

Quote

PO. No.

Bunnell, FL 32110

Phone Number: 1-866-330-2388 Fax Number: 1-386-437-6652 WWW.ParkTables.com

Date	Quote #
1/4/2016	PT949

California City Police Department	
Ruthann Welling	
21130 Hacienda Blvd	
California City, CA 93505	

Ship To	
California City Police Department	
Ruthann Welling	
21130 Hacienda Blvd	
California City, CA 93505	
(760) 373-7085	

Terms

Rep

		CSS	50% Deposit/	
Item	Description	Qty	Cost	Total
SB16	Park Grill, 300 Square Inch Welded Steel with 2 3/8 Inch	8	139.95	1,119.60T
Shipping and Han	Pedestal, In-ground Mount. Shipping and Handling. Additional charges for Call Ahead, Lift Gate Service and Inside Delivery will be added when requested. Normal commercial lead times are 2 to 4 weeks. Please call 1 (866) 330-2388 to obtain pricing for additional services.		358.55	358.55T

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Subtotal \$1,478.15

Sales Tax (0.0%) \$0.00

Total \$1,478.15

Authorized Signature:_

Date

The signer accepts full responsibility for recieving and payment for the goods ordered on this quote.



Quote SQ-089369 01/04/2016

3350 NW BOCA RATON BLVD., SUITE B2 • BOCA RATON, FL • 33431 PHONE: 561.620.7878• FAX: 561.620.8668

WWW.THEPARKCATALOG.COM

Customer	Ship To
California City PD Ruth Anne Welling 21130 Hacienda Blvd California City, CA US 93505 Phone: 760-373-7085 Fax: 760-373-8210	California City PD Ruth Anne Welling 21130 Hacienda Blvd California City, CA US 93505 Phone: 760-373-7085 Fax: 760-373-8210

	Account	Quotation	Terms	Job Reference	Account Rep	Date
,	8064310	SQ-089369	Pre-Pay		ROMMEL	01/04/2016

Item	Description	Qty	Unit Price	Unit Disc	Amount
398-1032	280 Sq. Rotating Pedestal Grill with 2 3/8 O.D. Post	8	\$189.00	\$30.00	\$1272.00
	Shelf: Without Utility Shelf	8	\$0.00	\$0.00	\$0.00
Comment					

Customer agrees to inspect all deliveries for damage and correct quantities and to note any discrepencies on freight bill and report them to Highland within 48 hours of receipt of goods or forfeit any right to freight damage claims or shortages.

CW 2Code _____ Exp. Date _____

City_____ Zip_____

Card No.

Card Billing Address _____

PRODUCT PRICE QUOTE IS VALID FOR 30 DAYS



Quote SQ-089369 01/04/2016

3350 NW BOCA RATON BLVD., SUITE B2 • BOCA RATON, FL • 33431 PHONE: 561.620.7878• FAX: 561.620.8668

WWW.THEPARKCATALOG.COM

Customer	Ship To		
California City PD	California City PD		
Ruth Anne Welling	Ruth Anne Welling		
21130 Hacienda Blvd	21130 Hacienda Blvd		
California City, CA US	California City, CA US		
93505	93505		
Phone: 760-373-7085	Phone: 760-373-7085		
Fax: 760-373-8210	Fax: 760-373-8210		

THANK YOU FOR CHOOSING HIGHLAND PRODUCTS GROUP! SALES QUOTE TOTAL: \$1737.00 (DETAILS ON 2ND PAGE)

ASK ABOUT OUR NEW »» BEST PRICE GUARANTEE ««
IF YOU FIND A LOWER QUOTE FOR THIS PRODUCT, WE WILL NOT ONLY MATCH IT BUT BEAT IT!

TERMS & CONDITIONS

SHIPPING: All merchandise is sold F.O.B. Deliveries are made during normal business hours, 8am - 4pm Monday - Friday.

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Additional Services: Residential Delivery, Limited Access Delivery, Liftgate Service, Inside Delivery, Construction Site Delivery, Notify Before Delivery.

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delivered, and inspect for damages PRIOR to signing the delivery receipt provided by the driver. All claims MUST be recorded on the delivery receipt and reported within 48 hours of delivery.

Highland Products does NOT GUARANTEE replacement parts or product FREE of charge due to concealed or unreported damages Assembly May Be Required. Many of our products are shipped unassembled in order to minimize damage and lower freight charges.

<u>CANCELLATIONS:</u> All cancellations must be done in writing prior to shipping. Made-to-Order items already in production may not be cancelled.

RETURNS: We will accept returns of unused products up to 30 days from shipping date subject to ALL of the following terms and conditions:

Written approval and instructions must be issued by our Customer Service Department before any merchandise can be returned. Shipping Returns: All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted. Re-Stocking & Shipping Fees: The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded.

Web-Orders: For online orders, HPG is not responsible if the customer orders incorrect product or colors. All return and restock fees apply. Made-to-Order or Personalized items are not returnable unless a defect in manufacturing is presented to us with pictures prior to return.

PRODUCT PRICE QUOTE IS VALID FOR 30 DAYS

CITY COUNCIL

January 12, 2016

TO: Mayor and City Council

FROM: City Manager Tom Weil

SUBJECT: Tierra del Sol Golf Course Fence Project

BACKGROUND:

The Tierra del Sol Golf Course is a great asset to the city. It allows citizens to get out on the course and enjoy the calming, peaceful, challenging, and relaxing atmosphere that golfing can provide. However this atmosphere is being compromised by people walking through the Golf Course to get from North Loop to CCB and from CCB to North Loop. The people that choose to cut through the golf course not only ruin the experience for Golfers but they create a potential safety issue. There is a very high potential for these people to be hit by a golf ball. The Golf Course needs a barrier to prevent people from cutting through the Golf Course.

City Staff put out a proposal to have a local Fencing Contactor install 7200 feet of Commercial Grade Chain Link Fence. The fence would be placed along the edge of the Tierra Del Sol Golf Course on the North and West sides (see attached site plan). The fence will be 9 gauge, 8 feet tall and Green Vinyl coated. The proposal was given to four fence contractors for bidding. Fence Masters, a local contractor, was the lowest responsive bid at \$155,778.66.

RECOMMENDATION:

Staff is recommending that the Council approve \$155,778.66 to hire Fence Masters to install the fence. The fund would come out of the Council Special Projects Fund Account Number 10-4564-740.

FISCAL IMPACT:

Council Special Projects 10-4564-740 \$155,778.66

ENVIRONMENTAL ACTION: No Direct

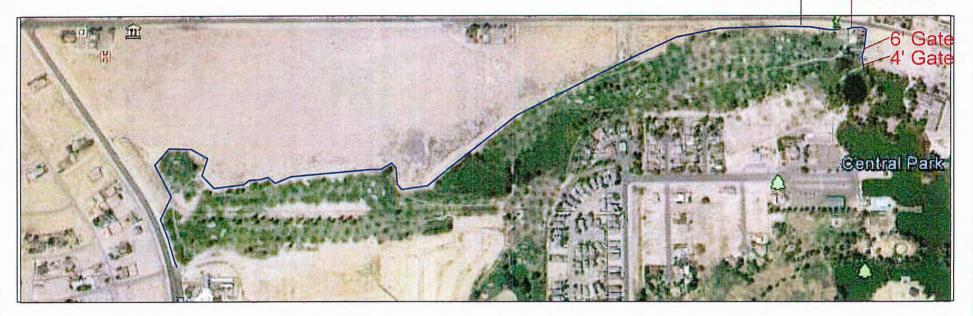
ATTACHMENTS:

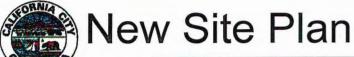
Site Plan Quotes

The Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department.

New Chainlink Fence Approximately 6825'

⊢10' Gate





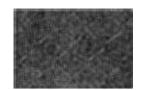
SCALE 1" = 400'

OWNER:

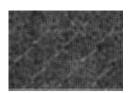
City of California City 21000 Hacienda Blvd California City, CA 93505 Site Address: Tierra Del Sol Pro Golf Course 10300 North Loop Blvd California City, CA 93505

5 Page 1 of

Page 1 of 1 Drawn By: Joe Barragan



Fence Masters



Marv Hernandez 7030 Mendiburu Rd. California City, CA 93505 (760) 382-0606 or (760) 373-7750 Ca St. Lic # 737289 C-13 HIC – Bonded – Insured

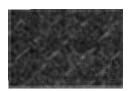
marv_hernandez@yahoo.com

Quote Date 1-24-16 Completion Date Invoice#
Quote Date 1-4-16 Completion Date Invoice# Name 10 JOE BACAGAN Address 601 F COUSE 373-7/62
Phone Email
FAX-760-373-7532 QUOTE PLAIN CHAINLINK
INSTALL 7200 FT OF 8 FT HIGH 9 GA. CHAINLINK ALL INDUSTRAL MAHERIALS AS TO SPECS WITH GATES D5×8 MAN GATE D6×8 MAN GATE D10×8 DRIVE GATE
MATERIAL & LABOR (\$97,984)
MAHERIALS AS TO SPECS. WITH GATES DEXTE DEXTE DIOX B PRIVE GATE

r.q



Fence Masters



Marv Hernandez 7030 Mendiburu Rd. California City, CA 93505 (760) 382-0606 or (760) 373-7750 Ca St. Lic # 737289 C-13 HIC – Bonded – Insured

FAX-760 373 7532

mary_hernandez@yahoo.com

Quote Date 4-16 Completion Date Invoice#

Name CITY OF CALIF CITY

Address GOIF COUYSE

Phone Email 4

1-760-373-7/62 QUOTE PRZZVALLING WAGES

ZINSTALL 7, 200 FT OF 8 FT HIGH GRZIN VIYNL

FENCING ON ALL SC 40 FRAMING

WITH D 5'X 8 GATE D 6'X 8

GATE D 10'X 8 GATE

MATERIALS & LABOR # \$155,778

**** This quote can only be guaranteed for 30 days from the above quote date******



PH: 760 446 3100 Cell 760-677-9047 E Mail: Clay@valleyfence.com

FAX: 760 446 2988

JOB ESTIMATE

BID DATE

1/4/2016

JOB DESCRIPTION

Cal City Chain Link Fence

ITEM#	DESCRIPTION	QUANTITIES	UNIT	ITE	EM
	9 7' Chain Link Fence 'w Slates	6,825	\$	31.68 \$	216,216.00
	Option B				
	7' Chain Link Fence	6,825	\$	20.14 \$	137,455.50
	Option C		•		
	7' Chain Link Fence (Vinyl Coated Wire)	6,825	\$	24.97 \$	170,420.25

lic # 892954 3-31-17

OVER 150 YEARS OF COMBINED EXPERIENCE

BOND:

TO:

ATTN:

2.60%

EXCLUSIONS:

Grading, Staking, Clearing of the fence line, Grounding, Electric,

Removal and disposing of concrete footers Umbrella and Rail Road insurance, Installion

Engineering and Layouts

Post pockets

Asphalt repairs

Lighting

Traffic control

Vegatation Control

Minor Concrete (Structure)

Mandatory classes (Drug testing, Permits)

We Require 18' +/- Space for our equipment

Prices include certfied payroll (Davis Bacon Wages)

WPCP, SWWPP

Locating/Relocating of utilities

Unmarked Underground

DOLLARS (\$)

Option A

\$ 216,216.00

Option B

137,455.50 \$

Option C

170,420.25

TOTAL

MOBILIZATIONS (TOTAL)

This bid is based on (EA)

ESTIMATED BY

Clay Hoggard

NOTES:



PH: 760 446 3100 Cell 760-677-9047

E Mail: Clay@valleyfence.com

FAX: 760 446 2988

TO: ATTN:

BID DATE

1/4/2016

JOB DESCRIPTION

JOB ESTIMATE

Cal City Chain Link Fence

ITEM # DESCRIPTION	QUANTITIES	UNIT		ITEM	
9 8' Chain Link Fence 'w Slates	6,825	\$	39.97	\$	272,795.25
Option B					
8' Chain Link Fence	6,825	\$	26.45	\$	180,521.25
Option C	•				
8' Chain Link Fence (Vinyl Coated Wire)	6,825	\$	28.97	\$	197,720.25

lic # 892954 3-31-17

OVER 150 YEARS OF COMBINED EXPERIENCE

BOND:

2.60%

EXCLUSIONS:

Grading, Staking, Clearing of the fence line, Grounding, Electric,

Removal and disposing of concrete footers Umbrella and Rail Road insurance,Installion

Engineering and Layouts

Post pockets Asphalt repairs

Lighting

Traffic control

Vegatation Control

Minor Concrete (Structure)

Mandatory classes (Drug testing, Permits)

We Require 18' +/- Space for our equipment

Prices include certfied payroll (Davis Bacon Wages)

WPCP, SWWPP

Locating/Relocating of utilities

Unmarked Underground

DOLLARS (\$)

Option A

\$ 272,795.25

Opt

Option B

\$ 180,521.25

Option C

\$ 197,720.25

TOTAL

MOBILIZATIONS (TOTAL)

This bid is based on (EA)

ESTIMATED BY

Clay Hoggard

NOTES: